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Abstract

This document contains 27 papers, by various authors, related to collective negotiations in education. The papers cover the following topics: (1) The role, desirable skills, and authority of board of education members, administrators, and principals, during collective negotiations; (2) the general background and status of the negotiation movement in public education; (3) the AFT, NEA, and AASA viewpoints of collective negotiations in education; (4) the scope and process of negotiation including use of a negotiating council, open versus closed negotiation, elements of a first agreement, and impasse and grievance procedures; (5) legislative, political, and financial factors affecting negotiations; and (6) recent research implications for future negotiation procedures in education. (JH)

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NEGOTIATIONS

IN EDUCATION

EDITED BY

William Shreeve

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U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
OFFICE OF EDUCATION

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NEGOTIATIONS IN PUBLIC EDUCATION

Edited by:

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Cheney, Washington
1969

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I would like to express my appreciation to my wife, Joanne; to my sons, Robert, Brad, Billy, Bruce, and to my daughter, Terri, for their patience and understanding while doing the researching, writing and thinking on this book.

PREFACE

American society is committed to growth and change, and the school plays a significant role in influencing the direction those forces take. At this time in our nation's history, the teacher, the school administrator, and the school board member are among the most highly viable public servants, which makes their job one of the most frustrating and most fascinating in the world. What society expects from people in these crucial positions is often so all encompassing as to exceed the capabilities of any one human being. Yet we have found no acceptable alternative to present modes of operating our schools. Many people are, in fact, attracted to a career in education because of the challenges it offers. Certainly education has its rewards as well as its frustrations. The rewards are intangible for the most part, yet so fulfilling that there will always be capable and worthy men and women attracted to this field.

It is characteristic of the nineteen-sixties in the United States that teachers organize in order to strengthen their position. They have grown militant and have gained a feel for "teacher power". Teachers are making themselves felt as a pressure group in an increasingly professionalized and bureaucratized society.

Because collective negotiations in education are of such a recent development, there is a great need to discuss these issues and possibilities. The editor felt the need to present the following material in order to develop an appreciation of the objectivity necessary to conduct a negotiation which does not produce lasting scars in a community, or deter progress in the classroom.

The reader will find little unanimity of opinion among the papers in this volume. He must be alert to recognize, in some papers, the bias of vested interest or limited experience. In compiling these selections, however, the editor hopes to produce a more sophisticated and knowledgeable approach to the important issues involved.

William Shreeve

Eastern Washington State College
Cheney, Washington
1969

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Chapter I

Introduction and Background of Negotiations in Education

Dramatic changes have taken place recently in teacher attitudes. As a result, collective negotiations are being widely used to determine policies such as sound curriculum programs, salaries, and conditions of employment of public school teachers.

The impersonal feelings between teachers and superintendents have developed because of growth and consolidation of school districts. These feelings lead to fewer face-to-face contacts between the chief administrator and individual teachers. In addition, communication between superintendents and the individual teacher has become more formal.

Teachers are beginning to question the adequacy of the administrative organization of education and its professional leadership to meet their needs. Teachers are able to make such assertions because of their better training, greater sophistication and acute awareness of the issues that confront education. Numerous young male teachers have growing families to educate, house, clothe and feed. Teachers desire the financial return and the security that they feel prevails in other endeavors for which they are qualified.

The lack of harmony described above is of a very serious nature and if it persists it will bring about significant changes in the profession and in the administration of public schools.

Teacher organizations are accelerating collective negotiations by the sponsorship of state legislation requiring local school boards to negotiate with teacher representatives. Prior to 1965 only two teacher organizations had sponsored such legislation, while during 1965 proposals for legislation were introduced in fifteen states and passed in five.

The recency of the problem of professional negotiations can be further indicated by the fact that indices of educational research journals, up to 1961, referred the reader to "international diplomacy" when using the word "negotiations" as an index reference word. Since 1961 the reader is referred to "professional negotiations" or "collective negotiations."

Because of the rapid development of professional negotiations, the traditional role of the superintendent is changing. Many of the discussions of this issue are often charged with emotionalism, and something more than discussion and opinions is needed.

TEACHER ORGANIZATIONS

For example, teachers have played a part in helping to introduce bills in state legislatures which require local boards to negotiate with a designated teacher's representative.

Three of the five statewide professional negotiation statutes enacted in 1965 -- Connecticut, Oregon, Washington, Michigan and California -- call for secret ballot elections to determine the negotiation representative and stimulate participation of all professional personnel.

Florida and Wisconsin provide that public employees have the right to organize and present proposals to certain employees. A California statute requires a nine-member negotiation council which is constituted in proportion to existing membership of staff organizations.

A Connecticut statute provides for local determination of the negotiation unit. The negotiation unit includes those employees who are subject to any agreements reached in negotiation. At the same time, the right of any employee or group of employees to present a grievance to the school board is guaranteed.

A Michigan act recognizes the right of public employees to organize; protects the right against all unlawful interference, coercion or intimidation; authorizes the Michigan labor mediation board to conduct representation elections; requires public employees to negotiate in good faith with the designated exclusive representative on rates of pay, wages, hours of employment or other conditions of employment, and defines unfair labor practices.

An Oregon act provides for individual representation or representation of all certified employees below the rank of superintendent by an elected committee of such personnel. The local organization of certified employees does not choose the representative of the staff who will negotiate with the school board. Instead, the entire professional staff, with the exception of the superintendent, directly elicits a committee of representatives who must be certified employees of the local school board.

A Washington negotiation bill recognizes the exclusive privilege of an employee organization if it has won a majority in the election to represent the certified employees within the school district. Under this act, it is impossible to establish a separate unit or representation for supervising employees.

ADMINISTRATORS

There are at least six powerful sources which cause collective teacher action to become part of all school systems. The first force, and probably the most powerful over a long term, is the continual change in the employee's relation to his employer. The second force which has lead to collective action on the part of teachers stems from increasing school system size and bureaucracy.

As school systems become more complex, individual jobs become more specialized and interaction among positions less personal. Rules take precedent over people. There are more bosses, more red tape. There are more directors from the top but less communication from teachers to administrators.

Another force grows out of the dilemma of organization size and complexity. Boards of education continually make decisions that virtually affect teachers. In a large and complex school system it is a difficult thing for a board to determine teacher attitudes. Personal insecurity and anxiety motivate teachers to join in relevant employee negotiations because personal security and increased economic gains have been the major soluble commodity of the national union movement.

A fourth factor which leads to collective action is the public's resistance to further increased taxation for schools. Another long run trend of importance is that the male percentage of the teaching profession is increasing while turnover in the profession as a whole is decreasing. The final national influence stems from the AFL-CIO's membership drive for teachers. Collective negotiations will be a headache until teachers' organizations gain maturity in their use and develop readiness to accept responsibility commensurate with demands. Teachers are almost unanimously in favor of negotiations agreements. Administrators and board members, on the other hand, fear professional negotiations.

A changing relationship is developing between school administrators and classroom teachers. To some teachers the new relationship suggests a maturing profession. To other teachers the relationship appears to mark the deterioration of a high professional calling to a materialistic level of concern. Many people seem to disagree about the consequences of forces that are changing the relationship between classroom teacher and administrator. Few, if any, members of the profession are unaware of these forces and the confusion and frustration they are producing.

BOARD OF EDUCATION

In 1965, Florida's state statute required that school boards hear from all work levels of instructional and administrative personnel before adopting policy. State statutes in Connecticut, Michigan and Wisconsin require the board to negotiate in good faith with the designated representative on salaries, hours and other conditions of employment. The parties are required to sign a written contract incorporating any agreement reached.

An Oregon statute states that the local school board is required to establish election procedures and to certify the committee which is elected. An impasse procedure is established under which a non-binding recommendation for settlement may be made by a three-man committee of consultants. The Washington Act provides that the employee organization shall have the right to meet, confer and negotiate with the board of the school district, communicate the professional judgment of the certified staff prior to the final adoption by the board of proposed school policies relating to, but not limited to curriculum, textbook selection, in-service training, student teaching programs, personnel, hiring and assignment practices, leave of absence, salaries and salary schedules and non-instructional duties.

Some boards which have experienced the process of professional negotiations do not see the conduction of detailed negotiation as either appropriate to their general policy-making function or practical from the point of view of time consumed.

The National School Board Convention in 1961, 1963 and 1964 reaffirmed it would be an abdication of it's decision-making responsibility for school boards to enter into compromise agreements based on negotiations or to resort to mediation or arbitration or to yield to threats of reprisal. The association further reaffirmed that concern for public welfare requires a school board's resistance, by all lawful means, the enactment of all laws which would compel them to surrender any part of this responsibility.

The school boards are concerned about the loss of local control when entering into professional negotiations with teachers. The most common type of relations with teachers and boards of education is one where teacher representatives appear at a public meeting of the board of education, state their proposals, engage in some conversations with the board members and leave. This relationship is not ideal, though it has achieved some results. Representation ends when the teacher representative leaves. Nothing or anything can happen then.

The trend seems to be in the direction where the teachers meet with their superintendent, discuss their problem with him, and get his advice. He, in turn, arranges for one or more meetings among teachers, board representatives and the superintendent which are set up as non-public.

Chapter 2

THE POSITION OF THE AMERICAN FEDERATION OF TEACHERS ON TEACHER-BOARD OF EDUCATION NEGOTIATIONS

by

Robert Crosier

It is my pleasure to be a guest at your workshop tonight and tomorrow and I bring to you the greetings of AFT President Cogen who regrets that AFT pre-convention business has made it impossible for him to be with you personally for these two days. I shall attempt to substitute for Mr. Cogen who has acted as AFT president for the last four years and prior to that was the president of the United Federation of Teachers in New York City. Mr. Cogen has a wealth of experience in this field of teacher collective bargaining unequaled by anyone else. After all, it was the UFT, Local 2 of the American Federation of Teachers that started all of this in 1960. In a sense, Charles Cogen and the New York Local, are responsible for this gathering here tonight. I sincerely hope the deliberations will be enlightening and profitable for us all.

I noted in the bulletin announcing this Institute that preference was given to applicants who make up a team of one teacher, one administrator and one school board member from a single school district where negotiations are contemplated in the near future. I assume, therefore, that the majority of the participants in this institute do represent boards of education and what I would consider their agents, the school administrative staff. That's fine. I'm glad they are here because boards of education

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and the administrators of the public schools do need to know about good faith negotiations. Please note I emphasize "good faith." Too often, we find boards expect the good faith to be a one-way street -- an obligation expected of the teachers but not of their own side of the table. Where such a situation exists, the boards of education may be able for a time to beat the teachers down, hold the line against teacher encroachment upon what is considered the exclusive prerogatives of boards and administrators. But more and more, teachers are developing expectations that encompass a greater involvement in the determination of school policy and for rewards for their professional services that will make it possible for them to attain middle class status and feel that they are otherwise adequately rewarded for their services. The boards and administrators who take the short-range view that teachers are not to have a meaningful role in the schools are creating for themselves and the schools the basis for a major crisis. Teachers are becoming more militant and are increasingly responding to bad faith negotiations by taking direct action which forces the public and the educational establishment to recognize the problems which teachers want solved and accord to teachers the right to a role in solving those problems. And as a last resort, teachers are engaging in work stoppages. Some states have reacted by passing punitive codes, but these repressive laws, even where fines and imprisonment are the penalties, cannot stem the tide which the UFT started just eight years ago. To the management representatives here the message should be clear: you'd better negotiate with teachers and you'd better act in good faith!

To the assumed minority of teacher representatives here, the message is the same. Negotiations require that all parties act honorably. You as negotiators have the responsibility to see that the schools are improved to the benefit of the students, teachers and the public in general. Your resolve to do this and to carry your fight for educational excellence will carry you through many hard and trying times. Your principal enemies will come from your own ranks (and don't think the board of education doesn't know about that!); the tradition of administrative paternalism, the dubious social status enjoyed by teachers, a long tradition of a kind of company unionism and the job insecurity so long associated with teaching, creates among your own ranks great temerity. Some boards have effectively undercut negotiations by taking advantage of this weakness. Divide and conquer is an old ploy and a very effective one! To be successful in negotiations, you must know where you are going and why, and you must be certain that all teachers understand the issues at stake and support you. I hope those teachers here tonight, in the company of their school board member and administrator, will not allow the kind of personal good will that probably will develop here this week to deter them from doing the job in negotiations that improving our schools demands. Don't let the good times and first-name basis relationships that prevail this week "con" you into thinking these "buddies" will give you what you want because you are all such nice guys. Boards and administrators play that game well and too often teachers are the suckers who are taken in.

I mention, parenthetically, that presentations at previous meetings of this type, and to exclusively teacher or college student groups, required a lengthy exposition on the nature of collective bargaining for teacher and often required that I defend myself against an official of the NEA, or one of its state affiliates, on the propriety of teachers using this devise. Less than two years ago I recall hearing the assertion that collective bargaining for teachers was unprofessional! I'm glad we've passed that hurdle and both teacher organizations can meet together to discuss with interested parties the dynamics of the collective bargaining process in public education. The AFT welcomes the NEA and its affiliates to this movement!

I will now outline to you rather briefly the AFT's policies on collective bargaining for teachers. The details and the specifics we'll get to tomorrow.

One of the thorniest problems connected with teacher-board negotiations deals with the question of the scope of negotiations. In general, the AFT takes the position that any conditions that effect the professional teacher or his ability to carry out his professional duties is subject to negotiations. In the schools, it is more difficult to categorically define the prerogatives of the administration and the board than it is to make a demarcation for management in the private sector of our economy. In the schools, the teachers do have a significant interest in the outcome of virtually all administrative decisions. It is obvious that salaries and fringe benefits should be negotiable and some state statutes have attempted to limit teacher-board negotiations to these areas only. However, AFT contracts negotiated across the country have specified within them improvements in many other areas: teacher-pupil ratios, programs for the culturally deprived, textbook selection by teachers, guarantees of academic freedom, duty-free lunch periods, relief from onerous non-teaching chores, fair dismissal procedures, teacher access to personnel files with the right to challenge unfavorable personnel reports, teacher recommendation and/or selection of persons for administrative posts, fair procedures for settling grievances, and meaningful involvement in setting curriculum, to name a few. Our philosophy is that teachers must have a voice in these and other matters if the word professional is to mean anything. To us, the process of collective bargaining is the means by which teachers become more than the mechanics of their craft. The teacher's professional judgment comes into play and is accorded influence by the educational bureaucracy at the collective bargaining table.

If teachers are to have the right to negotiate with the board or its representatives on these matters for whom are they negotiating? Basically, of course, for the general improvement of the schools, but also for an improvement in their own professional conditions. It follows, it seems to me, that those persons entrusted by the board to carry out their bidding in negotiations are logically, therefore, to be excluded from such bargaining units. The administrators cannot be expected to wear two hats: on the one hand, vigorously and sincerely represent the teacher viewpoint relative to salaries, class size and the host of other items that will be on the table. To be sure, administrators have their own concerns and should organize and negotiate for themselves -- but NOT in the same bargaining unit with the teachers. All parties, board, administration, teachers, have a basic community of interest, better schools; but when you go to the means of attaining this general goal, the three parties inevitably go separate ways. The sociology of our public educational system is what creates the divergent communities of interest and necessitates a separate teacher bargaining unit from the administrative group. On this point, I anticipate there may not be unanimity. To a board of education that is in doubt as to the appropriate bargaining unit -- teachers only or all certified personnel -- there is one easy way to find out. Allow the entire staff to determine the issue by a secret referendum conducted by an impartial outside party. I have little doubt as to the outcome of such a referendum.

Where two or more organizations desire to act as the bargaining agent of the teachers, the only sensible means of deciding the issue is by an election. Ideally, this election must also be conducted by an outside impartial party and the board must then recognize the winning organization as the exclusive agent of all the teachers. The use of proportional representation based on membership as in California or the use of the Oregon system, one which defies easy description, has not satisfied the teachers. Some boards of education have supported these devices knowing that their own job in negotiations would be much easier than if they had to deal with an exclusive agent.

Relative to the Oregon "Teacher Negotiations Act," I'm sorry I can't remain throughout the week to participate in the discussion of that Act on

Tuesday. Let me enter in the record, tonight, therefore, that the Oregon Federation of Teachers opposed this legislation because it does not provide fair election procedures, it does not recognize exclusive representation by an elected teacher organization and it limits the scope of negotiations and permits the board of education full power to implement this vague little law as they desire. In fact, this Act cannot truly be said to fall under the heading of a negotiations act -- it provides for "consultations and discussion" only!

There are several important advantages in an exclusive agent system; the board of education has only one agency to deal with in teacher affairs. In the larger school systems, it provides new channels of communication and can be the instrument of improved teacher-administrator-board relations. For the teachers, it means that one organization, of which they may become active members, acts for them in these matters of professional concern. If the organization fails, the teachers know exactly who failed and can do something about it. The device for "doing-something-about-it" is that a new election can be called and the teachers, by a democratic secret ballot, can either retain the agent or select a new one.

Of the three Pacific Coast states, the Washington Act comes closest to meeting our criteria for an adequate law. I hasten to add, however, that it is very imperfect: the nature of the bargaining unit remains in doubt (one case is still pending in the State Supreme Court) and election rules and administration is left to the discretion of the school board. The Washington Act does allow a broad scope to negotiations and it does allow "negotiations", and it recognizes exclusive representation by an organization. The Washington State Federation of Teachers, the AFT affiliate, anticipates that the next legislature will make a number of needed improvements in the law.

Almost all of the teacher negotiations laws provide for some form of resolution of impasse situations. For the most part, the mediation, fact-finding and advisory arbitration procedures specified in the acts seldom resolve the issues. The impasse results in the first place because one party or the other refuses to bargain, that is, to compromise on positions that were previously taken. Sometimes the efforts of the mediator or arbiter do bear fruit. But if they don't, teachers have the choice of either accepting the "take-it-or-leave-it" offer of the board or refusing to render their services so long as there is no master contract or agreement. The no-contract-no-work stance of unified teachers usually brings both parties to the bargaining table in a mood to reach an agreement. Teachers should never rule out the possibility and the necessity of taking this hard line if they are really serious about negotiations. Boards of Education will push teachers just as hard as they think they can and, teachers must learn to push back!

To summarize: the AFT has led the way for teachers in attaining increased professional status through collective bargaining. Ideally, the teachers should enjoy representation as a teacher bargaining unit by an organization that they have elected for that purpose. The agent should insist that the board of education negotiate on a broad spectrum of educational issues and conditions and the accord reached by the parties to the negotiations should be codified in a binding written agreement.

This process has gone far to improve the educational climate in our public schools. The professional status and dignity which teachers acquire through collective bargaining will be reflected in their daily performance in the classroom.

Chapter 3

NEGOTIATIONS -- AASA'S POSITION

by

George B. Redfern

AASA's point of view on negotiations appears in two of its recent publications on the subject and in numerous resolutions. Although the Association's official point of view reflects what is believed to be the consensus of its membership, there is no doubt that there are many individual members who do not concur with the position of the Association. This is as it should be. The Association certainly is no monolithic body. Within it is ample room for diversity of opinion.

My assignment, however, is to summarize the position of AASA on negotiations. Time permits only a brief generalization on each point. Fuller explanations are contained in the publications and resolutions which I am listing in the text of my remarks.

TO NEGOTIATE OR NOT TO NEGOTIATE

Hamlet's dilemma has long since lost its relevancy for boards of education, school administrators and teachers. AASA, in cooperation with NEA through the Educational Policies Commission, as early as 1938 recognized the validity of the principle of staff involvement "in the formulation of the education program." Admittedly this early recognition of the importance of cooperative effort in making educational decisions was in no sense formalized negotiation as conceived in 1968. Yet, it was a hint of things to come.

Dr. George Redfern's present position is Associate Secretary of the American Association of School Administrators. His undergraduate work has been done at Wilmington College in Ohio. His graduate work and doctorate were completed at the University of Cincinnati. Dr. Redfern has had 27 years experience as high school teacher and principal, Director of Personnel, and Assistant Superintendent of Schools for school systems in Ohio. He taught courses in personnel administration at the University of Cincinnati and has conducted inservice education seminars

In 1963, AASA issued a publication called Roles, Responsibilities, and Relationships of the School Board, Superintendent and Staff. This was devoted to a set of beliefs about the development of sound personnel policies, inherent in which was the beginning of beliefs about negotiation as we know it today.

In 1965, in a resolution on "staff relations," AASA gave a stronger and more substantive commitment to board-administrative-staff collaboration in developing educational policies and procedures.

In 1966, the first publication on negotiation, School Administrators View Professional Negotiation, was issued. It firmly defended "written negotiation agreements which carefully delineate the roles and responsibilities of the superintendent, the board, teachers, administrative and supervisory staff and professional organizations," as being "essential to the smooth and efficient operation of the schools."

This year, AASA issued its second publication called The School Administrator and Negotiation. In it, guidelines and proposals were made to perfect the negotiation process and make it more useful as a decision-making process.

Thus, AASA accepts negotiation as fait accompli in an increasing number of school systems; as being imminent in many others, and, though presently quiescent in still additional ones, it may very well become the accepted method of decision-making in all school systems.

AASA believes that the diversity among states and school systems is too pronounced to justify the recommendation of any one plan for conducting formalized negotiations. Local school systems will be obliged to design a format and process that will fulfill their unique needs.

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in school personnel administration in Ohio for the School Management Institute and in individual school systems in several states. He is past president of the American Association of School Personnel Administrators. Dr. Redfern is author of "How to Appraise Teacher Performance."

(Continued from Page 1)

HOW NEGOTIATION SHALL BE DONE

AASA does, however, have some firm viewpoints concerning many aspects of the negotiation procedure. Some of these are the following:

1. Written agreements. Very definitely agreements are desirable; should be in writing; should clearly define roles and relationships; and set forth the procedures to be followed.

2. Competing employee organizations. It makes sense to negotiate with a single organization (unless the law prescribes otherwise). This means developing ways to determine the majority organization, whether by certification or election. It also means that employees should have the right to choose freely the organization which they wish to represent them. It also means that the board of education and the administration should maintain strict neutrality as this determination is being made.

3. Negotiation unit. In 1966, AASA took the position that the negotiation unit should be a composite one including teachers, administrators, supervisors, principals, assistant principals, etc. The 1968 publication does not abandon this general position, but recognizes that the composition of the unit will be affected by many forces indigenous to the local situation. Thus, the make-up of the unit will vary from system to system.

4. What's negotiable. This is still a moot question. AASA takes a liberal point of view on this issue. The Association believes that the staff ought to be meaningfully involved in deciding most educational issues and problems. It does make a distinction, however, between adversary negotiation and advisory consultation. The former should be reserved for issues about which there is a considerable divergence of opinion at the outset and for those items which have a clearly visible price tag. Advisory consultation should be used for the collaboration of the administration and staff on the study of and solution for many of the so-called professional issues where the objective is the reaching of a solution which is best for the educational enterprise, the welfare of the children, and for the parties concerned.

SUPERINTENDENT'S ROLE

The role which the superintendent takes will not be the same everywhere. Some superintendents prefer to be the chief negotiator. Others desire to be on the administrative team but not the chairman. Still others wish to delegate the role of chief negotiator to a staff member and to remain largely in a liaison relationship between that person and the board of education.

In general, the position of AASA is that the superintendent should assume administrative responsibility for conducting negotiation whether he serves as the chief negotiator himself or designates that task to someone else.

THE BOARD'S ROLE

On the issue of the role of board members, AASA recognizes that a fixed position is probably not tenable. Rather, the board and the administration must work out a useful procedure with roles of each clearly defined.

In general, it is believed that the board should formulate policies on negotiation, delegate the operational aspects of the process to the administration, and hold itself as the body to ratify the negotiation agreement.

PRINCIPALS AND CENTRAL OFFICE ADMINISTRATORS

It is believed that principals and administrative and supervisory personnel at the central office level should not be by-passed in the negotiation process. While there is a tendency for formalized negotiation to be carried on between top level administration and representatives of the teachers association, there must be ways found to involve principals and other middle administrators and supervisors. In other words, AASA believes that these important administrative and supervisory officials should not be relegated to the sidelines as important decisions are being made which will affect their ability to perform their duties and responsibilities.

Equally important is the necessity of providing means for administrative and supervisory personnel to be given the privileges of negotiating the conditions of their own salaries, welfare and working conditions.

GRIEVANCE PROCEDURE

AASA believes that there should be a systematic way to resolve grievances. It recognizes that one of the earliest efforts of teacher organizations is to negotiate the grievance procedure and make it a part of the final agreement or contract. The Association believes that a sound grievance procedure should exist in every school system and whether it be developed through formalized negotiations or by some other process it should be designed to fit the requirements of each school system and provide the maximum protection for all parties concerned.

WORK STOPPAGES

The issue of sanctions and strikes is one that has been perhaps the most perplexing of all as far as school administrators are concerned. AASA took a very firm position on the issue of strikes at its 1968 annual conference in Atlantic City.

The Resolutions Committee recommended, and the membership adopted a strongly worded statement which deplored "any disruption of the educational program." The resolution clearly put the association on record as rejecting the use of strikes by teachers while under contract and called upon state legislatures to declare strikes by employees illegal. The Association went on to say that where strikes were already illegal, "penalties should be imposed upon striking organizations and their leaders."

While the Association opposed strikes, it recognized the right of a professional organization, after careful study and investigation showing that conditions exist within a school district which are detrimental to the educational program, to apply sanctions designed to remedy these conditions.

POINT OF VIEW ESSENTIAL

It is important to clarify one's thinking about negotiation. Be well informed about the process. Formulate a plausible, defensible point of view toward it. Develop an attitude base from which to proceed. Answer the following questions:

1. Do differences among teachers, administrators, and board members have to become more intense?

2. Can negotiation be made a two-way street wherein giving and gaining occur as a matter of course?

3. Is negotiation synonomous with conflict or can it be an instrumentality for strengthening educational decision making?

4. Can negotiation be designed to promote more constructive teacher-administrator-board relationships?

5. Must negotiation in education follow the labor-management collective bargaining format?

6. Is it better to wait until circumstances in a school system demand a formalization of the negotiation process or to prepare voluntarily and in advance for its coming?

THE ROAD AHEAD

The impact of negotiation has been felt in various ways by different school administrators. Some have been catapulted into a maelstrom of negotiation furor without much warning and with minimal preparation. Others have moved into it more deliberately and orderly. Still others have not had to engage in formalized negotiation at all. It is no wonder that opinions of administrators regarding the process vary so widely.

Though the trend toward the passage of more state laws on negotiation is definite, there are still several states in which school systems have gone more or less untouched by the "negotiation winds of change." Relatively minor modifications have been required in administrative-staff relations.

What lies ahead? Some say that the future will be marked by a rapid spread of negotiation. Teacher militancy will intensify. The need for greater administrative expertise in negotiation will increase. There are some who say that more cleavages between classroom teachers and administrators will develop and with greater rapidity.

Less pessimistic "prophets" believe that professional unity can be maintained in teacher-administrative ranks. In fact, proponents of the principle of harmony in the profession believe that it is not necessary for administrators to go down one path and teachers another. Division merely weakens the structure of education and introduces elements of discord which undermine the administrator's role as an educational leader.

Realism dictates, however, that administrators recognize the fact that a strong possibility exists that the decision for or against continued unity in the profession may be dictated by teachers themselves. Administrators may have less to say about the matter than they think. Only time will tell.

The ways and means of negotiation will differ widely. In the search for a sound process for teacher-administrator interchange, it should be kept in mind that negotiation can be a constructive force in staff relationships provided the parties who are involved perform in a spirit of good will and respect. This must be a two-way street, however. Good faith negotiation presumes honesty and integrity on the part of all concerned. Given these basic ingredients, it can and should be a valuable instrument for improving teacher-administrator relations.

George B. Redfern, Associate Secretary
American Association of School Administrators
August 11, 1968

CHAPTER 4

NATIONAL EDUCATION ASSOCIATION POSITIONS OF PUBLIC SCHOOL EDUCATION NEGOTIATIONS

Resolutions adopted at the July, 1968 Dallas convention:

68-17. Professional Negotiations and Grievance Procedures

The National Education Association believes that local associations and school boards must establish written professional negotiation agreements. Such agreements shall provide for negotiation in good faith between associations and school boards, through representatives of their own choosing, to establish, maintain, protect and improve terms and conditions for professional service and other matters of mutual concern, including a provision for financial responsibility. The Association encourages local affiliates to see that teachers are guaranteed a voice in the establishment of instructional policies. The agreements shall also provide for the execution of master contracts incorporating agreements reached. Procedures for mediation fact-finding, and appeal in the event of impasse must be included.

Grievance procedures shall be provided in the master contract with definite steps to appeal the application or interpretation of school board policies and agreements. Binding arbitration shall be a part of the grievance procedure.

Those representing local affiliates in the negotiation process shall be granted released time without loss of pay.

The Association urges the extension of these rights of professional negotiation to the faculties of institutions of higher education.

The Association recommends that these rights of professional negotiation be extended to the staffs of professional organizations in education -- local, state and national.

The Association urges its members and affiliates to seek state legislation which clearly and firmly mandates that professional negotiation agreements be adopted.

68-18. Professional Sanctions

The National Education Association believes that, when other means for preventing unethical or arbitrary policies or practices that have a deleterious effect on the welfare of the schools have been exhausted, professional sanctions should be invoked. Guidelines which define, organize and definitely specify procedural steps for invoking sanctions by the teaching profession have been devised. Similar procedural guidelines should continue to be developed for the lifting of sanctions. State and local affiliates and their members should familiarize themselves with these guidelines and with the circumstances in which they are applicable. The National Education Association calls upon its officers, commissions, committees, staff and affiliated state associations to apply these guidelines where appropriate and, through the experience of use, continuously to improve them.

The Association urges all boards of education to make provision in their employment practices to accept, without prejudice, applications from individuals from school systems where sanctions or other means of protest are being, or have been, used and to give equal and unbiased consideration of such applicant, when fully qualified, for the position under consideration.

68-19. Withdrawal of Services

The National Education Association recognizes that the deplorable conditions in education in some school systems have brought about emergency situations which have forced educators to take drastic measures.

The Association recommends several procedures to be used in the resolution of impasse. They are mediation, fact-finding, voluntary arbitration, political action and sanctions. The Association believes that these procedures should make the strike unnecessary and recommends that every effort be made to avoid the strike as a procedure for the resolution of impasse. The Association supports efforts by its state and local affiliates to obtain repeal of state laws which prohibit the withdrawal of services.

It recognizes that under conditions of severe stress, causing deterioration of the educational program, and when good faith attempts at resolution have been rejected, strikes have occurred and may occur in the future. In such instances, the Association will offer all of the services at its command to the affiliate concerned to help resolve the impasse.

The Association denounces the practice of staffing schools with any personnel, when in an effort to provide high quality education, educators withdraw their services.

Association of Classroom Teachers of the National Education Association

Resolutions adopted at the July, 1968 Dallas convention:

68-46. Professional Negotiation

ACT believes that local professional associations have the professional right and should have the mandatory legal right, through appropriate professional channels and democratically selected representatives including classroom teachers, to negotiate with boards of education in the formulation of policies affecting professional services of all teachers and all conditions of work.

ACT therefore urges local associations to seek the cooperative action of classroom teachers, administrators, and local boards of education to achieve the establishment of negotiation agreements that will (a) include an orderly method of involving local classroom teacher representatives, administrators, and school board members in the cooperative development of mutually satisfactory policies; (b) define the obligations of the superintendent in his roles as member of the profession and legal executive officer of the school board; and (c) authorize a means of appeal through designated educational channels or third parties when agreement cannot be reached. ACT further urges local associations to join with state associations in seeking state legislation to establish professional negotiation as a legal and mandatory right of local professional association.

68-48. Professional Sanctions

ACT believes that the profession has the right and responsibility to ensure a consistent and favorable climate for teaching and learning and to take action to correct conditions that hinder teachers from rendering high quality instruction or that endanger health or safety of students or the teaching staff. ACT defines sanctions as the process of bringing the influence of the total profession to bear upon an individual or agency responsible for policies or practices that are clearly detrimental to the welfare of the schools.

ACT maintains that sanctions should be applied only when other means have failed and that the procedures for making such applications should follow ethical practices as outlined by the National Education Association in Guidelines for Professional Sanctions. It urges local and state associations to be cognizant of these procedures in order that application of sanctions may follow a pattern approved by the profession.

ACT also maintains that a violation of sanctions by a member of the professional association is a violation of the Code of Ethics of the Education Profession. It, therefore, proposes that the offering or accepting of employment in areas where sanctions have been applied be evaluated in terms of the Code and that local, state and national associations begin developing procedures for disciplining members who violate sanctions.

ACT reminds its members that adherence to the conditions of a contract or to the terms of an appointment is an ethical obligation of all members of the profession unless either has been terminated legally or by mutual consent or either has been violated first by the local school board or state agency. It requests the NEA to revise Guidelines for Professional Sanctions to include (a) standards for withdrawal of services acceptable for the support of the profession and (b) provisions for disciplining individuals and/or affiliates that violate ethical procedures.

American Federation of Teachers

Resolutions adopted:

1956. Collective Bargaining

WHEREAS, The right to bargain collectively is a fundamental right in any society of free workingmen, and the United States Congress has recognized this right by enacting legislation establishing the right of collective bargaining for all industry under federal jurisdiction; and

WHEREAS, Public employees should not be relegated to second class citizenship by the denial of this same right; and

WHEREAS, Many of the conditions which have worked to the detriment of the teachers and the educational program of the children will only be solved when the classroom teachers have an effective voice in the determination of their working conditions; and

WHEREAS, Collective bargaining for public employees, while not encouraged by positive statutes, is generally not prohibited in the states; and

WHEREAS, Public employees including teachers in many cities and states have actually secured collective bargaining rights under contract; now, therefore, be it

RESOLVED: That the American Federation of Teachers assist and support locals in establishing collective bargaining procedures; and be it further

RESOLVED: That locals and state federations sponsor legislation in their respective states to provide for collective bargaining where such legislation is deemed necessary.

1964. Exclusive Collective Bargaining Rights

WHEREAS, The American Federation of Teachers has long recognized that exclusive bargaining rights for that teachers organization duly elected by all teachers in a democratic representation election elevates teachers to a position of equality with their school board at the bargaining table, thereby permitting teachers to accomplish the aims of AFT; and

WHEREAS, Any attempt to introduce other methods of representation such as proportional representation for teacher organizations or joint negotiating teams only divides teachers when they need to be united; and

WHEREAS, The education associations have sacrificed principle for organizational gain by insisting upon proportional representation in one school district while emulating the American Federation of Teachers and insisting on exclusive bargaining rights in another; and

WHEREAS, Exclusive bargaining rights for teachers protects the rights of the individual teacher, regardless of affiliation, to process his own grievances and to speak freely on the issues; now therefore be it

RESOLVED: That seminars, institutes, and training sessions be established for local officers and staff, so that teachers are informed about the processes and principles of negotiating a written collective bargaining agreement; and be it further

RESOLVED: That each local of the American Federation of Teachers, when properly prepared for a collective bargaining election, and after consultation with the National Office of the American Federation of Teachers, seek exclusive collective bargaining rights through a democratic election involving all classroom teachers as the most effective means of representation for teachers.

1965. Federal Legislation for Bargaining Rights

WHEREAS, the right of teachers to organize into trade unions on a national basis has long been recognized, and

WHEREAS, effective organization requires the right to secure contracts through collective bargaining, and

WHEREAS, such rights have not been fully extended to classroom teachers, therefore be it

RESOLVED: that the AFT work with the AFL-CIO to sponsor and support Federal Legislation to permit all classroom teachers to secure collective bargaining rights, embodying basic principles first enunciated in the National Labor Relations Act (NLRA) as sponsored by Senator Wagner; and be it further

RESOLVED: that copies of this resolution, adopted by the convention, be forwarded to the AFL-CIO for its convention.

EXCERPTS from pamphlet, Goals of the American Federation of Teachers AFL-CIO

Collective Bargaining

GOAL: Recognition of the right of teachers and other non-supervisory education employees to negotiate written agreements with their school boards through organizations of their own choice. Such agreements should cover salaries, fringe benefits, working conditions, and all other matters of interest to teachers. They should include strong grievance procedures for enforcement of the terms of the agreement and for the elimination of inequities suffered by individuals.

Collective bargaining is an orderly, democratic process which permits representatives of teachers and other non-supervisory employees to negotiate as equals with representatives of their employers. It also provides a way for administrators to reach definite understandings with employees under their supervision. A growing number of states have enacted laws guaranteeing this right. In states without such laws, organized teachers can still establish collective bargaining rights through united action and the support of other unions.

Collective Action

GOAL: To develop techniques of collective action which give teachers the power to make collective bargaining meaningful.

Collective bargaining is only meaningful if teachers and other supervisory employees have the option of withholding their services in the event that it is impossible to reach agreement on the terms of the written contract. The AFT advocates a "no contract, no work" policy, but a work stoppage should be called only when all other methods to resolve a dispute have failed, and only upon the vote of the employees involved.

American Association of School Administrators - Department of National Education Association

Resolutions adopted at the February 1968 New Jersey Convention:

12. Common Goals

All educators share the same primary goal: the provision of excellent appropriate education for all young people. It is therefore desirable that educators be united professionally. At the same time, since administrators and teachers face different problems in working toward this goal, they naturally, from time to time, disagree on specific issues.

We urge teachers and administrators at all levels, when such conflicts arise, to bear in mind their common goal and to use all possible means for arriving at mutual understanding. Conflict does and will continue to exist. Active and intelligent presentation of differing viewpoints can contribute much to the strength and vigor of the profession. We believe, however, that when conflict is allowed to fragment and divide the profession, it is inimical to the interests of children.

13. Negotiations

A school system is a desirable place to work if the school board, administrators, professional and paraprofessional teaching staff are working cooperatively, each group in ways suitable to its particular functions, toward the single goal of providing excellent education. The establishment of such a conviction requires the dedication of all concerned. Because opinions may differ sharply on the best ways to serve the interests of education, written and mutually endorsed policies on means of reaching agreement are necessary. Provisions should be made for resolution of any future impasse, where legally permissible.

We urge all school systems to establish written negotiation agreements which are developed cooperatively by the school board, the administration, and the teaching staff. Such agreements should state clearly the functions and prerogatives of the board, the administration, and the teachers. A grievance procedure listing definite steps for lodging appeals should be included in an agreement.

14. Disruptions of Educational Processes

When careful study and investigation indicates that conditions prevail which are detrimental to the educational program, the AASA recognizes the right of a professional association to apply, in an intelligent and responsible manner, sanctions designed to remedy the existing conditions.

However, the AASA deplores any disruption of the educational program because of the damage it inflicts on the students affected. We therefore vehemently reject the use of the strike, work stoppage, walkouts, slowdowns and other disruptive practices by teachers while under contract, or by any other group essential to the continuity of the school program. These disruptions are damaging to the education of pupils, to the respect that pupils and the general public have for schools, for teachers, and for the educational program of the system. We believe negotiations in good faith should preclude all reason for a work stoppage.

Therefore, we strongly urge state legislatures to declare strikes illegal. Where strikes by school employees are illegal at the present time, we recommend that such penalties be imposed upon striking organizations and their leaders as will prevent strikes in the future.

The School Administrator and Negotiation published by the American Association of School Administrators 1958 -- Excerpt from Foreword by George B. Redfern, Assoc. Secretary and Forrest E. Conner, Exec. Sec'y.

Were school administrators to name their most pressing current problems, negotiation would undoubtedly be near the top of the list, because it is persistently vexing to an increasing number of school administrators. Negotiation is accounting for marked changes in the working relationships of board members, superintendents, central office administrators and supervisors, principals, teachers, and other school personnel.

Professional teacher organizations are on the march. Many have repudiated acquiescence, abandoned passivity and challenged the leadership of school administrators. Pressure for a more vital and greater share in the educational decision making is evident in more and more school systems.

This teacher militancy has produced varied administrative reaction -- dismay, disappointment, apprehension and often antagonism. In some instances, however, the response has been one of acceptance. Those who have taken this attitude have done so in the belief that negotiation is not necessarily a destructive process, and there is a distinct possibility that it may be shaped so that it may actually strengthen teacher-administrator-board member relationships.

As AASA indicated in its publication on negotiation in the fall of 1966, the "days that were" in school relationships are fast fading, giving way to formalized guarantees of staff participation in policy making, the planning of formal give-and-take negotiation, and provisions for appeal in cases of impasse.

This new form of staff-administration-board interaction has become firmly rooted as a "way of life" in the public school enterprise. This is not to say, however, that these accords have been achieved without some tension, misunderstanding -- even rancor -- or without the expenditure of long hours of diligent dialogue and exhausting effort. Nevertheless, that impediments have been surmounted and deadlocks broken is testimony that compromises can be achieved and consensus may be reached.

Department of Elementary School Principals of the National Education Association

Resolutions passed at the DESP Annual Business Meeting in Houston, April 1968.

Professional Negotiation

As negotiation procedures have developed, both legally and operationally between teachers and school boards, the role of the elementary school principal in this process has yet to be defined. The Department of Elementary School Principals, NEA, believes that, as the educational leader and administrator of a school, the principal must be actively involved throughout the negotiation process. The unique information which the prinicpal has to contribute during the negotiations regarding the impact of agreements upon instruction, administration, and management is essential for reaching acceptable agreements in relation to the function of the school as a social institution.

The only posture which will provide opportunity for the principal to exert his influence effectively before agreements are reached is one of active participation in the process as a member of the negotiating group. Since the principal must be involved with the implementation of the agreement at the building level and is usually the first appeal in a grievance procedure, it is consistent that he be a member of the administrative team in the negotiation process. In systems where the principal has not been excluded or disenfranchised by the local association, he may seek and find representation within that organization, particularly in districts where boards of education choose to negotiate on their own team. It is, however, recommended that in any description of the negotiation process, the role of the elementary principal should be clearly defined. The Department supports the position that the elementary principal should be a member of, or represented on, the negotiating team.

The Department also believes that principals, as employees of the board of education, have the right to negotiate with the board regarding their working conditions. This should be provided for by the identification and recognition of administrative units for negotiation purposes.

The Department further believes that participation in the negotiation process as a member of the board of education team does not vitiate or alter the principal's role as instructional leader in his school. The principal should continue to work with his staff on a collegial basis in order to establish and maintain the best instructional program possible for children. The improvement of teaching conditions should encourage the professional staff of the school to make an increasing contribution to the teaching-learning situation.

The dual responsibility for providing administrative and instructional leadership in the school is not a new conceptualization of the role of the elementary school principalships. The more clearly the expectations for the position are defined, the more likely we are to provide effective educational leadership.

The Department of Elementary School Principals, NEA, strongly recommends that the elementary school principals' associations in each state actively participate in the development of laws which establish and govern the negotiation process. Such laws should include provision for the effective participation of the elementary school principal in the negotiation process.

The department further recommends that in states which have already passed laws relating to the negotiation process, amendments be recommended to correct any deficiencies regarding the elementary school principal's participation.

Disruptions of Educational Programs

Professional educators have a common goal and a common responsibility: the education of children. When members of the profession take steps that disrupt the educational program, progress toward the goal is halted, damage is done to children, and professional responsibility is evaded or distorted.

The Department of Elementary School Principals, NEA, therefore, strongly rejects the use of strikes, work stoppages, walkouts, slowdowns, and other disruptive practices by teachers while under contract, or by any other group essential to the continuity of the school program. We denounce such procedures as damaging to the education of the pupils, damaging to the respect that the pupils and the general public hold for the schools and for educators, and damaging to the educational program of the system.

When careful study and investigation indicate that all reasonable means have been exhausted in an effort to correct conditions which are detrimental to the educational program, the Department of Elementary School Principals, NEA, recognizes the right of a professional association to apply, in an intelligent and responsible manner, sanctions designed to remedy the existing conditions.

NOTE: This resolution on strikes and work stoppages draws heavily on the resolution passed on February 21 by the American Association of School Administrators on sanctions and strikes.

National Association of Secondary School Principals

I wish to point out that NASSP does not have any resolutions on negotiations, and at this time no official statements are contemplated.

However, the Board of Directors supports in full the News Letter relating to the topic of negotiations as well as the brochure written some time ago by Benjamin Epstein. Both publications have official approval.

Excerpts from The Principal's Role by Benjamin Epstein, 1965.

Mr. Epstein prepared this statement at the request of the Executive Committee of the National Association of Secondary School Principals. A panel of principals from states throughout the nation reacted to his manuscript and suggested revisions. To these principals and to Mr. Epstein, we express our appreciation.

The Principal--A Key Figure in Negotiations

Principals and other administrators have an important stake in the process of negotiation and agreement-writing. Their functions, activities, responsibility, and authority are always a salient part of the discussions and decisions which emerge from negotiations. . . . .

In any negotiating process, principals, whose experience and activities give them a critical overall knowledge of the day-to-day functioning of the total school, can contribute uniquely to the discussion of items under consideration. The counsel, criticism, and contributions of principals at the negotiating table can be of invaluable service to teachers, school boards, and superintendents in reaching decisions that can produce better schools.

The members of NASSP feel strongly that principals and other administrators must be included in every phase of collective decision-making where their own fate and that of the schools for which they are responsible are to be determined. NASSP is convinced that schools cannot function effectively without proper supervision and administration.

Guidelines for Principals

NASSP wishes to make known not only its general views on this subject but also its attitudes on the specific phases of the problem. . . school boards, superintendents, and teacher organizations will be able to know the position that secondary school principals intend to take with respect to collective bargaining and professional negotiations.

1. . . The people retain the right to exercise control over their schools through state legislation and their school boards. In a democratic society it is right and proper that the people retain the final authority over their public schools through their legally constituted agencies -- their school boards.

2. . . school boards employ the services of teachers, administrators, nurses, social workers, psychologists, custodians, clerks, and many others. School boards have the right to require that all these employees be appropriately educated and perform their work effectively.

3. . . All the employees of a school board have the right to expect to be compensated adequately for their work. . . to work under favorable conditions with reasonable work loads . . . to fair protection of job security. . . to receive respect and dignified treatment from their employers.

4. . . teachers, as well as any other school board employees, . . . have the right as individuals or as part of a group to present their dissatisfactions and requests to their employers. They also have a right to expect sympathetic consideration of their grievances.

5. . . . Teachers have a right to be dealt with as promptly as possible; to be heard by board members in an atmosphere of mutual respect; to present their views and to respond to the views of board members; to have access to all pertinent data; and, in cooperation with board members and the administration, seek equitable solutions, if possible, or fair compromises, if necessary. They have a right to expect that the agreements reached will be set down in writing and enforced.

6. . . . it may be desirable that each state pass legislation to permit school boards to negotiate in good faith with the representatives of their teachers.

7. Whenever two or more groups claim to represent teachers, experience has shown that confusion is best avoided and the negotiative process most effective if that group which represents the majority of the teachers serves as the exclusive spokesman for all the teachers... a free choice of teachers by means of carefully regulated elections rather than a determination of a school board as to which group it believes represents the majority of its teachers.

8. NASSP believes that every teacher has the right to join or refrain from joining any teachers' organization...participation should always be a matter of personal decision for the individual teacher. On the other hand, NASSP wishes to make this point: its members have every right and privilege to comment on and criticize the program and activities of any and every organization which seeks to affect the policies and practices of public education. Principals and administrators will not waive that right because of the specious argument that this may subject teachers to unfair pressures.

9. . . . NASSP feels strongly that it is most advisable that the superintendent of schools serve as the chief negotiator for the board, clarifying the boards views to the teachers and the teacher's views to the board. If the items teachers wish to discuss fall under his legally delegated discretionary power, then the negotiations should take place directly with him rather than with the school board.

10. . . . While teachers' organizations are free to exclude other groups from participation in their own bargaining unit, they have no similar right to demand the exclusion of the representatives of principals and other administrators from the negotiating process itself...NASSP is strongly convinced that in every case of negotiations between a school board and its teachers, every group whose basic duties and status may be affected by the outcomes of the negotiations has an inherent right to participate in the process.

11. The Association is concerned with and disturbed by certain methods that have been employed by local units of both the AFT and NEA when negotiations have been denied or have broken down and reached the point of impasse. Among these methods are strikes, refusal to supervise student activities, promotion of mass resignations, sanctions, refusal to sign employment contracts, and similar measures. Such protests highlight and dramatize the plight of teachers, but they always disrupt the functioning of schools and delay learning.

NASSP is aware that, except in a few instances, no effective machinery exists for resolving such impasses. It suggests that state laws be enacted to deal with these impasses. It strongly urges the use of mediation and fact-finding as the most desirable and applicable procedures. These methods neither eliminate the legal responsibilities of a school board nor the independence of employees' organizations since they are advisory and not mandatory.

The National Association of Secondary-School Principals supports the right of teachers through representatives of their own choosing to negotiate with school boards on the subjects of salaries, health and welfare benefits, hours and loads of work, grievance machinery, and physical working conditions.

There are many other problems in education, all of which are of great import to teachers and administrators as part of their professional lives. Types of school organization, curriculum, textbook selection, extracurricular activities, academic freedom, in-service training, auxiliary services, and the handling of discipline are but a partial listing of considerable number of such items that might be enumerated.

NASSP believes that teachers, through their representative organizations, should be involved in formulating policy for dealing with all these matters. Discussions and decisions on purely professional problems cannot be considered in the atmosphere characteristic of the bargaining table. It proposes instead that such considerations take place in an atmosphere of colleagues working together as a professional team. It welcomes the establishment of formal councils made up of representatives chosen by teachers, principals, and supervisors.

Excerpt from NASSP News Letter -- May-June, 1968

...Deteriorating rapport between teachers and principals in some districts has led principals to reconsider their membership in both the state education association and the national education association. In fact, they are being forced to determine whether their membership in either of these associations is of value to them in terms of professional unity and service.

In several instances, officers and members of state secondary school principals associations have reacted to these pressures and sanctions by greatly increasing their annual dues. The purpose, obviously, is to affect state legislation and enhance the role of the principal within the state. This is important, yet conditions affecting principals exist both at the state and national levels. So an unhealthy climate for the principalship in one state or community eventually spreads to other states or communities--unless vigorous action is taken on a national scale.

In recognition of this, the NASSP Board of Directors voted unanimously at the Washington meeting, May 7-10, 1968, to take three actions:

(1) To appoint Dr. Benjamin Epstein, Assistant Superintendent for Secondary Schools, Newark, N. J. as the Chairman of the Committee on the Status and Welfare of Secondary School Administrators, and as the chief consultant on negotiations for NASSP. The Executive Secretary and Dr. Epstein are to agree on his availability for leadership service.

(2) To employ a full-time person to provide leadership in developing and directing the NASSP program in the area of professional negotiations.

(3) To plan for selecting and training a team of 12-14 negotiation experts to serve as institute and field service personnel to assist state and/or local associations upon request.

Also, the Association plans to issue special publications on negotiations--leaflets and brochures--to all NASSP members at least six times a year, beginning October, 1968.

Association for Supervision and Curriculum Development of the National Education Association:

Resolutions passed at the ASCD Business Meeting, Annual Conference, March, 1967 --

Negotiation and Curriculum

The concept that curriculum decisions should involve many people at all levels of responsibility within the public schools is and has long been a part of the platform of beliefs of ASCD. If members of any group of professionals do not feel that, at present, they have influence in curriculum matters, there may well be need for reexamination of existing patterns and the development of new kinds of organization. However, to change a study process into one of argumentation, ignoring the expertise of all except one classification of staff members, can only lead to disenfranchisement of all professionals as well as a breakdown in quality curriculum development.

In the present context of professional negotiations it is essential that welfare concerns and curriculum concerns be handled as separate entities. ASCD believes that program and curriculum decisions per se must not be negotiable items. All professional personnel should have the right to participate in curriculum policy-making; the procedures to be followed are negotiable, but the result or outcome of the process must not be subject to negotiation. Rather, such decisions must result from the application of a variety of professional expertise after a thorough study of all factors basic to a curriculum decision. Curriculum making is a study process and not a confrontation.

The Changing Role of the Professional Educator in the Negotiation Pattern

It has long been a stated belief of ASCD that the development of curriculum is a cooperative process involving educators from a variety of specializations. This is an ideal which has never been fully realized.

We believe that current trends toward legalized compulsory negotiation have the potential either of converting this belief into reality or of destroying the concept of cooperative effort.

It must be recognized that one of the major effects of negotiation appears to be to shift initiative in curriculum development from the professional administrator or supervisor to the teachers in the profession. This shift has profound implications for the roles of all professional school personnel. In the confusion which attends these shifts in role definition, we reaffirm our belief that the professional goals in education do not vary from one professional role to another. The goal of all personnel in education is to provide the best possible climate and environment for children and youth. This goal demands continuous research and cooperation among all those concerned with education.

To this end we recommend that the Executive Committee establish a committee or commission to explore these changing roles and the problems attendant to them and to recommend further action to the Executive Committee.

The working group should involve representatives from the behavioral sciences and/or the legal profession who could assist in the analysis of changing roles and legal interpretations.

Resolutions passed at the ASCD Business Meeting, Annual Conference, March, 1968:

Cooperation in Curriculum Decision-Making

Teachers have long been referred to as curriculum workers since they significantly influence the implementation of curriculum objectives and evaluation of learning outcomes. Since ASCD has gone on record opposing curriculum development by negotiation, forceful and acceptable alternatives must be developed. The involvement of teachers in curriculum discussions and decisions needs to be increased. The efforts of status leaders in supervision must be directed toward close cooperation with status leaders in teacher organizations in order to increase the degree and the depth of teacher involvement in curriculum decisions and in-service programs. If this procedure really bears fruit, curriculum administration can be conceived of as a team effort, in the best sense of that term.

The Executive Committee should exert every effort to: (1) develop a carefully prepared publication outlining the rationale and guidelines for effective teacher involvement in curriculum decision-making;

(2) identify and publicize situations in which teachers are effectively involved in curriculum decision-making; and (3) promote a concept of team effort between teachers and others charged with curriculum responsibilities.

Excerpt from Collective Negotiation in Curriculum and Instruction: Questions and Concerns by Leslee J. Bishop, pp. 8-9, 1967.

...Professional negotiations may well mean the end of the tightrope act performed by the supervisor and the curriculum worker who walked carefully between ideas and teachers, between teachers and administrators, between administrative imperative and staff consensus, who walked gingerly down the dotted lines for the most part knowing that full lines existed around him. It may well mean that the supervisor or the curriculum director has to declare the methodology that he will pursue. The spin-off from some such considerations will, in fact, affect the negotiation process as well as the planning and deciding processes in the near future. The question may well become: is the supervisor or the designated curriculum worker to be aligned with the superintendent and his administrative staff, or with the teacher and his supportive staff? Thus role definition, which has always been a difficult question, may well be resolved in terms of the negotiation process or resolved on the basis of certain levels of decision making.

Council of Chief State School Officers - An Independent Corporation - Offices in NEA Building.

The Council is fully aware of and interested in the subject of negotiations. No definitive policy exists, however, for public discussion at this time.

American Association School Personnel Administrators

The association has formulated no stated position on the issue of negotiations. During the annual conferences they have had many structured and even more unstructured discussions concerning negotiations. They recognize the fact that first the NEA and the AFT are striving to negotiate directly with the Board of Education and in many respects seem to want to bypass even the superintendent. They state there will never be a day that some problems will not be negotiated within a given school by the principal, vice principal, or counselor.

Association of School Business Officials

The Association of School Business Officials has not taken an official position on this issue, nor do they have any plans for the association to do so in the near future.

National Association of State Boards of Education

During the recent 1968 NASBE Area Conferences the members were involved in identifying and discussing the State Board role in teacher negotiations. They are presently in the process of developing an official position, based on several proposals resulting from the Area Conferences. The proposed statement will be presented to the delegates at the Annual Conference in October for official action.

National School Boards Association

Excerpts from Beliefs and Policies of the NSBA as adopted by NSBA Delegate Assembly, March 30 - April 2, 1968.

V. Relationships with Other Groups

Professional Personnel

The National School Boards Association believes that it is a fundamental principle of democracy that policy decisions are made only by those who are directly accountable to the electorate. It is the prime obligation of education to provide the opportunity for each student to achieve his greatest potential. These premises merge and coincide in the public school system, a governmental process and an educational function.

School boards should recognize the great contributions to overall planning that can come from the knowledge and experience of classroom teachers, administrators, and other professional personnel and should give careful consideration to plans, suggestions, and recommendations of these professional people in the area of teaching conditions, needs, and personnel problems.

In determining general policies relating to the operation of the schools, handling of personnel problems, and the general welfare of all professional personnel, each local school board should set up satisfactory procedures for communication with all professional personnel. Such procedures should recognize that the function of the professional practice of teaching requires that individual teachers have and excercise full freedom of association, expression, organization, and designation of representatives of their own choosing for the purpose of conferring with school boards concerning the terms and conditions of their employment.

Strikes, sanctions, boycotts, or other concerted actions which interfere with the orderly functioning of the public school system are improper procedures to be used by public school employees. These conflicts in employee-employer relations can be avoided or minimized if school boards and teacher organizations each respect the legitimate role of the other and recognize that neither has any legal or moral right to engage in acts or practices which jeopardize the right of students to receive an education.

Excerpt from New Dimensions in Leadership, Proceedings of the 1968 Convention of the National School Boards Association:

. . . Things that the NSBA at the national level intends to do:

1. A nationwide collection, dissemination, gathering of negotiations data, contract salary and fringe data, all relevant to court cases, board decisions.

2. Ad hoc consulting services to boards and the state associations as needed on bargaining situations.

3. Workshops and conferences -- NSBA has held one already for the large cities. The bargainers for the negotiations for the 43 large cities in the United States met in Chicago under the NSBA aegis for three days at the beginning of this month, and discussed what they were experiencing and what they expect to face in the future.

4. Aid to states associations in helping them plan conferences within their state organizations on negotiations and participation with them in those conferences.

5. The Personnel Relations Service, in addition, will get into a publications program.

6. The Personnel Relations Service intends to undertake research in the development of practical programs for school improvement to enable boards to realize the as yet unrealized dream of making negotiations on a two-way street for the improvement of our schools.

National Congress of Parents and Teachers

At this time, the NCPT has no official organizational position on negotiations in public education. This topic and related matters have been the subject of continuing discussion in recent years. A special committee will attempt to develop a policy statement which can be transmitted to state and local units.

Last winter in Chicago, representatives from AFT and NEA were called in separately to discuss the role of PTA in negotiations. Superintendents experienced in negotiations were invited in to listen to the dialogue. The PTA is being called upon to man the schools when teachers go out. Since teachers are members of PTA, difficulty arises. Is it the role of PTA to do so temporarily as a matter of safety or is it not at all a function of the organization, but a matter for individual parents to decide?

The topic of negotiation and related issues will be the major focus of the NCPT Board meeting in the fall. Efforts will be made to have NEA and AFT send representatives to the board meeting in order to get issues clearly defined. The National School Boards Association will be asked to send representatives and veteran superintendents will be asked to participate.

From this Board meeting the NCPT will attempt to come out with a policy statement on negotiation in public education.

Chapter 5

SCHOOL BOARD-ADMINISTRATIVE RELATIONSHIPS IN NEGOTIATION

by

George B. Redfern

It is difficult to speak with certainty about school board-administrative relationships in negotiation. This is particularly true if one is to say what these relationships are or should be. It is even precarious to comment concerning attitudes toward negotiation.

One difficulty in discussing developments in negotiation is that there is much diversity in viewpoints about the subject. School administrators and board members differ in their points of view. The reasons for this diversity are numerous, but perhaps the most important factor affecting attitudes toward negotiation is direct experience with the process. For example, a superintendent and a board of education in Florida today are likely to have a very firm and perhaps volatile attitude toward it. Those who have gone through a bitter recognition contest may feel somewhat bewildered by the negative and divisive effects of "internecine warfare" between contesting teacher organizations. A board of education and a superintendent who have endured a strike, or some other form of work stoppage, will probably react in a very firm and perhaps negative manner. Those who have sat through long tension-ladened negotiation sessions may have many doubts about the ultimate effects of the process upon the educational enterprise.

So, it is very difficult not only to report accurately and currently as to the status of negotiation on a nation-wide basis, but to indicate with any degree of reasonable certainty about the attitudes of administrators and board members toward the process.

It will be recalled that I indicated last evening that there is no monolithic approach to negotiation as a decision-making process in educational matters. As of the present time, approximately 17 states have enacted laws which mandadate, authorize, or make it permissive for school systems to engage in negotiations with teachers and other employees. There are about two thousand agreements to engage in some form of negotiation between teacher organizations and school systems. This is unquestionably a formidable number. However, it must be recognized that less than half of all the teachers in the country either are not covered by negotiation agreements or are engaged in teacher-administrator-board relationships which are informal, voluntary, and participatory in nature.

A very common viewpoint, however, is that it is just a matter of time until formalized negotiation procedures definitely will prevail in all school systems in all states. Whether this is what will occur is not certain.

Board members differ in their points of view and attitudes about negotiation. School systems are different in size, complexity, organizational structure. The status of staff morale and unity of professional objectives vary considerably. The climate for formalized negotiation fluctuates from system to system. Despite these differences, however, it is possible to make some generalizations about negotiation from the point of view of board members.

1. The welfare of children supercedes all other considerations. As board members consider the pros and cons of negotiating greater decision-making power to teachers, it must safeguard this imperative above all else.

2. A philosophy of negotiation should be formulated, put in writing, and make a point of reference in guiding the board as it works with the administration and with the teacher organization.

3. The board must decide what its role is to be in negotiation. It has several options: (a) it can sit as a committee of the whole and negotiate as one of the parties; (b) it may delegate to the superintendent, as its representative, the responsibility for conducting negotiation; (c) it may employ legal counsel to speak for it (the superintendent in this instance would function in a liaison role between the board and the legal counsel); (d) it may use variations of all these approaches.

4. The board of education will have to decide which teacher organizations to recognize for negotiation purposes. It will have to decide whether this will be done by conducting an election, or by using some method of certification of membership. A decision must be made as to whether or not exclusive recognition will be given the dominant teacher organization.

5. The rights of representation and the status of principals and other administrators and supervisors must be clarified. It is essential that this be done in order that these people be involved in the negotiation process between top administration and the teachers organization. These administrators must also be given the privilege of negotiating their own interests with the superintendent and the board.

6. A determination must be made as to what is negotiable. This means that if there are certain board or administrative prerogatives that are to remain outside the scope of negotiation, these should be identified and the rationale for their exclusion should be stated.

7. The process of negotiation, i.e., the sequential steps of the procedure must be determined. Provision must be agreed upon for an equitable solution for impasses in negotiation.

8. It is highly desirable to work out understanding on negotiation with the professional staff well before tensions and controversy develop.

9. While the board of education may engage in negotiation with teachers through their duly recognized organization, it cannot relinquish its ultimate decision-making authority as may be prescribed by law.

10. Negotiation implies "good faith bargaining", i.e., the board and the recognized teacher organization are obligated to seek reasonable solutions to problems under negotiation in a spirit of "good faith" and "respect".

11. If an agreement is to be signed by the negotiating parties, its duration must be specified and the conditions for subsequent negotiations should be clarified. The procedures for implementing the agreement should be indicated and the individuals or groups responsible for its implementation should be specified.

The role of the superintendent in negotiation will also vary from system to system, as was indicated last evening. His status will be determined in part by his own perceptions of his place in the process. It is true also that the board of education may have a great deal to do with determining his role. In general, the superintendent may perform one of the following functions:

1. As chief administrative officer of the school system, he may function as the board's designated representative and engage personally in direct negotiation.

2. He may be a member of an administrative team, but not its chief spokesman.

3. He may serve as liaison between the board and the chief negotiator.

4. He may perform in some variations of these roles.

Negotiation Sequence:

1. The superintendent and his staff are responsible for engaging in pre-negotiation fact-finding and in preparational data gathering. In this capacity, the superintendent serves both the board and the teacher organization.

2. The superintendent engages in direct negotiation with the staff within the limits of the delegated authority granted by the board.

3. The superintendent recommends the provision of the negotiated agreement to the board. The latter holds itself in readiness to hear and to react to direct appeals of the teachers' organization and obviously accepts or rejects the negotiated recommendations.

4. Provisions are made for an impasse between the board and the teacher organization.

Local conditions certainly will dictate the role the superintendent will assume. Whatever function he performs should be clearly understood. It is vital that ambiguity be avoided at all cost.

Every effort should be made to avoid placing the superintendent in an untenable position so that as a negotiator, his effectiveness as an educational leader is destroyed or severely weakened. It is believed that this need not happen if his role in negotiation is properly defined.

A superintendent performs many functions in the normal performance of his duties. He is a chief administrator, a public relations specialist, an instructional and curriculum director, a personnel administrator, a business executive, a sponsor of research and development, a budget developer, and a financial analyst. He can also be a professional negotiator. His effectiveness does not have to be weakened as he shifts from one role to another so long as he performs each with honesty, integrity, and skill. Thus, it is believed that performing as a direct negotiator does not have to destroy the superintendent's overall influence as an educational leader.

The process of determining the organization which the board and administration will recognize for negotiation purposes often is a complex and difficult operation. The basic issue is whether the dominant organization will be determined by an election or by a certification procedure. When the relative strength of the teachers' association and the teachers' union is about equal, an election undoubtedly will be required.

One difficulty in working out the conditions of the election will be determining who is eligible to vote in the election. It may very well be that several classifications of employees will be challenged. The right to vote of department heads, counselors, psychologists, visiting teachers, and other auxiliary personnel may be questioned. Certainly the eligibility of principals, assistant principals, and supervisory personnel may also be challenged.

These procedural questions and issues frequently cause a great deal of controversy and even conflict. In addition, decisions as to where and when the election will be held can become a critical issue.

The possibility of complications developing in the determination of dominant organization should not be minimized or overlooked. The resolution of these details certainly can create an atmosphere which will not only upset the morale of the staff but create a climate of tension and hostility which may make subsequent negotiation very difficult.

My point is that this preliminary phase of negotiation should not be lightly regarded. Board members and superintendents will do well to give careful attention to these matters.

Don't be caught short by inadequate or poor pre-negotiation preparation. The superintendent knows far more about the financial capacity of the school system to improve salaries, grant fringe benefits, or change working conditions, than does anybody else in the system. It is true that teacher organizations are beginning to become more knowledgeable and even more sophisticated in the art of collecting data and studying the financial resources of school systems, but it will be a long time before anyone has more responsible information about the resources of the school system than the superintendent.

Superiority of knowledge can be a curse as well as a blessing. It's a curse if it causes the superintendent to "shirk his homework" before going into negotiating sessions. "Off the top of the head" negotiating does no credit to the art of negotiation or to the superintendent as a negotiator.

It is well to remember that data carefully collected and well-organized should not only be available to members of the administrative negotiating team but also to the committee that is doing the negotiating for the staff. There is no point in denying access to the facts to the committee members who are representing the teachers. Negotiating from conflicting data and information merely wastes time, creates confusion, and delays a sensible consensus.

Negotiation functions best when policies on salary determination and on the negotiating process itself have been worked out in advance. The superintendent will do well to get the board and the staff to agree on some defensible salary policies which may provide guidance to both parties when negotiation takes place.

Equally useful are "ground rules" on negotiation itself. Policies and guidelines help give direction to the negotiating process. They expedite discussion. They give relevance to tactics and strategy and they help to keep negotiating dialogue on a constructive plane.

Policies may not be easy to pound out but the time and the energy spent in pursuit of guidelines will pay dividends.

The chairman of the team representing the board and the administration plays a major role in being the bridge of communication between the board and the staff negotiating team. While the board may or may not be directly involved in negotiation, it certainly must be kept informed as to the progress of deliberations. This is an indispensible part of sound negotiation. If the superintendent is the chief spokesman for the administrative-board team, his recommendations certainly must be soundly formulated. He must be certain that he has not negotiated beyond the capacity or the willingness of the board to validate his commitments.

Something should be said about the personal qualities of a good negotiator. He must be patient and understanding even in the face of irritation and provocation. He must strive for emotional stability. Firmness without belligerency is essential. The ability to dissent without creating anger across the negotiating table is invaluable. A sense of humor when emotions begin to get out of control is vital. Above all, the chief negotiator should be a person of integrity. Mutual respect is an essential ingredient for both parties.

The chairman of the administrative-board team should be careful not to negotiate away important administrative perogatives. Staff members should be consulted as decisions are being made about areas which aren't negotiable.

The point I wish to make is that negotiable areas should be identified. They should be agreed upon before sessions begin. For my own part, I think there is a distinction between negotiation and consultation. There are some items, obviously, where the requests of the staff will be quite positive and well beyond the initial willingness of the board of education and administration to grant. A considerable distance will exist between the two parties. This is where negotiation begins. Through discussion, through give-and-take, through scaling up and scaling down the "asking price" and the "offering response", consensus is reached and agreements signed. In other areas, it is a matter of consultation and exploration by staff members and the representatives of administration and the board as a search is made for the best solution to a given educational problem. Thus, it seems to me, that if a differentiation is made between negotiation and consultation that it is possible for the administrative leadership of the school system, in cooperation with representatives of the staff, to discuss and reach defensible positions on almost any problem or any issue of mutual concern to both parties, so long as a distinction is made between negotiation and consultation.

The superintendent and members of the team representing the board and the administration may wish to propose counter requests after team members representing the staff have made their requests. The wisdom of getting some concessions from the staff for benefits they hope to get makes a great deal of sense.

Some of the things the administration may request are: a better definition of the teacher's job, a commitment for participation in in-service training activities, clarification of performance evaluation procedures, and a firming-up of the working hours for teachers.

As has been pointed out, negotiation involves both getting and giving. To neglect the former is to weaken the process insofar as the school system is concerned. The superintendent will do well to be thinking about what the school system should expect of teachers and to include these in counter requests.

There may be some of you in this meeting who may well be saying to yourselves that all I have said thus far has been oriented toward a kind of climate and a set of conditions that do not exist in your own school systems. You may feel that highly formalized negotiation procedures are not necessary. You may be convinced that dialogue between teachers and administrative officials and the board members should be on a much more casual basis. This may very well be the case in your school system, but I hasten to add that it is not the situation throughout the country as a whole.

As I indicated at the outset, school systems are in varying stages of development insofar as formal negotiation is concerned. Each local board of education must decide for itself what is feasible and appropriate for its situation.

It should be pointed out, however, that it is much later than many of you may think. The contest between NEA and AFT oriented groups for the allegiance of teachers is in "full swing and in hot pursuit". The tempo will increase rather than diminish. Pressure for recognition agreements will be intensified. You may be certain that legislation will be sought by both the association and the union to compel boards of education and superintendents to negotiate or bargain formally. Laws in several states are already "on the books". Superintendents and boards of education in other states should be anticipating rather than awaiting the "legal shoe" to fall in ther states.

It has already been indicated that it is inadvisable to suggest specific prescriptions for effective negotiations for all school systems in this country. There is far too much variation and diversity among systems to make this practical or feasible. However, were you to ask me to suggest some guidelines which might be applicable in almost, if not all, situations, I would be inclined to put a premium upon the following suggestions:

1. Be candid but not reckless and premature in your commitments.

2. Be willing to listen to the other party's point of view even when those viewpoints may seem offensive.

3. Keep flexible; avoid rigidity.

4. Practice self-control and keep a "low boiling" point.

5. Give and take without freezing your position.

6. Capitalize upon points of agreement; leave areas of difference for later consideration.

7. Avoid "off-the-record" remarks in order to minimize misquoting later.

8. Keep written records of points agreed upon.

9. Sense the difference between "mountains" and "molehills" as issues are negotiated.

10. Refrain from unilateral reporting to the press or to the "constituencies" which each negotiating party represents.

Another very important consideration in this changing relationship is the accountability issue. It is not difficult to identify those to whom the superintendent and board of education are accountable, but it is not easy to fix the accountability of teachers. Negotiation should not only be designed to achieve certain rights, but responsibility should be accepted as well by the parties involved. Thus the question of accountability in negotiation is a fair one.

Boards of education are responsible to the public, being required to stand for re-election or re-appointment. Should their actions not be acceptable to their constituencies, they risk rejection or replacement. The public, therefore, has a readily available technique for having its interests represented in negotiation.

Superintendents of schools also can be held accountable by the board of education. Their contracts may be renewed or terminated, thus rewarding or rebuking administrative actions. The superintendent can hold administrators and supervisors, including principals, accountable for their actions. Therefore, the accountability principle can be extended down through the administrative structure of the school system to the teacher level in a manner that seems clear and understandable.

The question remains, however, as to whom teachers are accountable in negotiation. There are those who say that it is to the profession itself. Yet, it's very difficult to see how this is a very meaningful kind of accountability because the profession itself has a very strong proprietary interest in the outcome of the negotiation process. In addition, it is difficult to believe that the profession as a whole has reached a level of maturity or has shown a determination to hold its members accountable in the same way the other components are held accountable. This is an unresolved issue and until there is greater clarity on this particular point, it is quite possible that the turmoil level in changing teacher-administrator relationships will remain higher than is desirable.

Effectiveness in negotiation is more of a cultivated competency than it is an inborn talent. Some administrators and board members may be adept in face-to-face negotiation, but skill in the process is much more likely to be a result of a deliberate effort to learn how it is done and by practice to develop the necessary expertise required.

Negotiation know-how can be obtained from several sources. Much has been written on the subject in business, government, and industry and use should be made of these sources. Bibliography lists are growing longer. More books have been published and more articles are being written. Colleges and universities are conducting workshops and seminars on the subject. School systems are engaging in various kinds of inservice training in this area. Self-education is becoming more and more possible.

Technical skill best comes, however, from direct involvement in the process. Experience is still the best teacher. Materials are gradually appearing and as these become more readily available, it may be possible to accelerate the gaining of operational skill in the negotiation process. It is necessary, it seems to me, for school administrators to take it upon themselves to become more adept in this process. More and more the need for expertise in negotiation will be a requirement for leadership performance. It would seem to me that as time goes on more inservice training activities ought to be organized to help understand the dimensions of the new working relationships between boards of education and school administrators and to develop greater awareness, skill and expertise in making these relationships effective and useful. While most administrators may be amateurs in negotiation at the outset, it is wise to shorten the learning time as much as possible and to move into more advanced stages of know-how and expertise.

There has been a tendency for teachers to take the offensive and to maneuver administrators and board members into a defensive position. In fact, the strategy of teachers often is directed toward this objective. By the very nature of the negotiating process, it is normal for the teachers to present their demands first. Frequently, no reciprocal requests are made by administration. It is difficult, therefore, for administrators to avoid being pushed into a defensive position. This means that there ought to be counter proposals and it would seem that superintendents and top level administrators should involve principals and central office staff very deeply in the demands of teachers.

Negotiation should be a two-way street. Administrators certainly can and should present counter requests. This is typically a sound negotiation procedure. The educational institution should get as well as give. This can be accomplished only and to the degree that school administrators and board members perceive ways to strengthen the organization by negotiating better instructional and staff services in exchange for higher pay and better working conditions.

Each of you must assess the status of negotiation in your own school system and your relationships with teachers and other employees on the staff. You must keep vigilant and determine how best to institutionalize formal negotiation as a means of making educational decisions.

You should recognize that teachers themselves have seized the initiative in most instances and will have a strong voice in determining the direction that negotiation will take. You can be sure the national teacher organizations are exerting considerable pressure upon state and local communities. There is no way that a recipe can be formulated in Washington or Chicago and be given to you so that you will have an infallible formula for conducting negotiation. As educational leaders, you should become as knowledgeable as possible about the whole negotiation process and exert every effort to make it a positive and constructive one rather than a vehicle of discord and division.

Collective negotiation can and should be a constructive force in employee-employer relationships if all parties concerned operate from a premise of good will and respect. However, this must be a two-way street. Both parties must negotiate with candor and honesty. There cannot be a hidden agenda.

Collective negotiation is here to stay. It is a new tool of administration which must be better understood and refined. Don't fight it. Learn how to make it a useful process in teacher-administrator-board relationships.

Dr. George B. Redfern, Associate Secretary
American Association of School Administrators
August 12, 1968

Chapter 6

SANCTIONS AND SCHOOL BOARDS

by

Dr. Gary Watts

Let me look at this whole topic of sanctions in a little broader aspect, and that is the area of impasse and impasse relationships in negotiations. I spoke yesterday of the growing trend, and the growing manifestations of rising teacher expectations, and the degree to which this increased teacher expectation is influencing the whole area of educational policy through the medium of negotiation. The rising teacher expectations will not be thwarted and the only answer, obviously the right answer, is meaningful good faith negotiation dialogue which can produce mutually acceptable answers. But this is not always the case. Let me begin, then, by outlining three or four assumptions under which I operate that, I feel, are valid, and which will give some basis of consideration for my further comments on sanctions and strikes.

Basic Assumptions

First -- I believe that honest men can disagree. Where there is a disagreement, it doesn't necessarily mean that one is being dishonest. It means that he has a different point of view, and I think that honest men can disagree and will disagree, because of varying pressures on the individuals.

Second -- The time to develop an impasse procedure is when there is no impasse, not at the time there is an impasse. This brings forth the absolute necessity of having prior designed impasse procedures either through state legislation or the voluntary agreement at the local level.

Dr. Gary D. Watts is director of the Division of Field Services of the National Education Association. Watts has come far since joining the NEA in 1965 as a national field representative after serving as associate director of research for the New Jersey Education Association. Under his direction are specialists who are on call to help local and state education associations with negotiations representation campaigns, membership, organizational evaluation, impasse problems, and in numerous ways further the aims of the teaching profession.

Third -- Teachers are not always to blame. I reject the "government is always right" concept which has been established by common law, that the government can do no wrong, neither can the representatives of government do wrong; therefore, when an impasse results, the obvious offenders are the teachers. I think that government representatives can be as wrong as the teachers can.

Fourth -- The basic goal obviously is to reach an agreement on education improvement and teacher benefits. It's not to win an argument. Many times, in many of the negotiation sessions I have been involved in, I have wanted to win an argument, and it is a temptation to want to rub their noses in it, rather than to reach an agreement, but I think that our major goal is to win an agreement, not to win an argument.

Fifth -- Teacher associations must have ready a countervailing force to initiate, maintain and restore a power balance. Local associations will utilize power to make negotiations viable and to assert their voice. How do I define power? Power is simply the capacity or capability of causing the other party to make a decision different from that which would have been made had he had absolutely free choice.

Power concept, or the utilization of power, is necessary because if we left it completely to intelligence or persuasion, the results would not be always what was wanted. Listed below are seven techniques of power teachers have available to them. I think that teacher organizations which use prenegotiation power will have a great deal less difficulty in resolution of impasse.

First -- organizational monopoly is definitely a power force. We have to be aware of this. We have to recognize that the occupational monoply is an important and contributing factor to successful negotiations.

Second -- security of organizational membership is a power base. I think that school boards and administrators must recognize the necessity for this in the power of organizations, and must be willing to accept agreements on organizational security.

Third -- I think past contract administration or grievance handling is an essential item in the power base. Much is learned from prior negotiations sessions and the grievances which result from them, and a proper use of the grievance procedure can do a great deal to bring about a power balance.

Fourth -- effective political action. I think any good teacher organization must be extremely effective in the political area, and be willing to use the political action and political power to increase their negotiation power.

Fifth -- visibility of unity. This probably is, as much as any other item, essential to establishing a power relationship on a balanced plane. The teacher organization must have a great deal of visibility of unity, if nothing else.

Sixth -- strategic alliances. It is extremely important that we have and use proper and appropriate strategic alliances. Too often in the past we have looked upon the niceties in our strategic alliance formations, rather than upon the essentials. Many times, we have affiliated with organizations which had less power than we did, and did not add much to our strength. I think we need to go beyond this. I think some of the current political groups within the community which are seeking changes can be vital assets to a negotiations strategy.

Seventh -- quality of proposals. This will further your negotiation strength. The teacher organization should consistently take quality proposals to the table if it wishes to receive the respect and dignity of the other side of the negotiation table.

Now, given this power base, I think it is necessary that we still recognize that impasse can and will result. As teacher organizations, therefore, we need to be conscious of impasse--resolving powers. These generally fall into two categories. First is consideration of legal action or legal dispute machinery - the utilization of the courts to insure proper negotiation and good faith negotiation efforts. Several of the statutes have fair labor practices in them which, if violated, local associations have the right to test in the courts. Secondly, we have the avenue of sanctions and strikes. What do we mean by a sanction? I think that anyone who tries to draw a distinction between a sanction and a strike shows his lack of sophistication. They are not opposite tools. A sanction is a means. I can define it three or four ways:

One, as a means of creating a public issue; two, as a means to initiate, maintain or restore a power balance; three, a means to prevent the violation of a right or a responsibility, or a continuum of various weapons used by teacher organizations in achieving any of these factors.

The number of sanctions actions which I have been familiar with could not be numbered on your two hands. I don't mean specific localities, but the number and kind of sanctions used. The sanctions by one local association would not resemble the sanction in another community in any sense of the word. The use of a particular sanction depends upon the kind of problem and the kind of organization we are dealing with.

Now, what am I talking about when I talk about sanctions? Let me list a few: demonstrations; petitions for redress of grievances; mass attendance at board meetings; public censure; letters; news releases; action alerts; a professional advisory action; a public advisory action; and a work-to-rule policy, where we strictly adhere to the principles of our contracts and work strictly to rule; a professional protest day, the closing of schools for one day as a protest; the stacking of resignations; the stacking of contracts; the call for investigation by an impartial body or by an agency of the association; the establishment of re-employment services; and the paper boycott, where the teachers refuse to do any paperwork, even though the instructional program continues.

One community on the Jersey shore, for example, is a district which depends solely on its tourist trade. The Chamber of Commerce had a great deal of influence on the board of education and the decisions made by the board of education. An impasse was reached, and there were threats of closing the schools, etc., but they seemed to have no impact. This was probably because the Chamber of Commerce did not really care if the schools were open or not, just so the tourists kept coming into the town. And so, on the day following, the association rented all of the billboards on the major highways leading into town, and put up a sign reading, JONESVILLE, THE HOME OF THE UNHAPPY TEACHERS: and it took one day to settle the dispute satisfactorily. This, then, was a sanction of another kind. I think the ingenuity of an effective and viable teacher organization can have no limits in seeking out the necessary application of power in the sense that I use it. Many people would also place within the continuum of a sanction action the withdrawal of services, or the strike. Strikes have been increasing in frequency. From 1945 to 1955 there were approximately five strikes a year in the US. In the 1955-65 period, we averaged about 3 strikes a year - a total of 34 for the total decade, which was a decrease over the prior decade of 1945 through 1955. In the 1966-67 year, there were thirty strikes by teacher groups, which was a significant increase, and this number almost equalled the total number for the prior decade. In 1967-68, last year, there were over 100. It has been estimated that, next year, there will be approximately 300 strikes.

Now let me give some specifics about my philosophy on strikes, as well as some assumptions or suppositions which are necessary for an understanding of this phenomenon:

1. Strikes will continue to occur, but teachers do not like to strike. I doubt that anyone who would oppose this has ever been involved in a strike. Teachers are displeased with this activity, and dissatisfied that it was necessary for them to use this technique. They inevitably feel that they were forced to it, that it was their only recourse, and that the selection of the strike as the sanction, or method of restoring the power balance, was the only one they had.

2. I believe that the statement which is commonly made, "that strikes in government are strikes against the people," is absurd. The strike is against the representatives of the people who may have ignored the public more so than the governmental employees. I cite only one example to illustrate this, and obviously the example is an extreme. There is one Eastern city which has a notoriously corrupt city government. The association which had won the election to represent teachers in negotiations had proceeded very poorly. It became obvious, after not too many sessions, that the board of education in that community had no power whatsoever, due to the fact that they were appointed by the mayor, and that the mayor appointed them to do his bidding. Therefore, a session was arranged with the mayor, because, obviously, negotiations with the school board were fruitless. In this community satisfactory negotiations could only be conducted with the mayor. The association negotiating team went into his office and, in our normal good style, we made a fine presentation. We presented statistics and did all of those things one is supposed to do. When it was all over, the mayor looked down and said, "How many votes do you have?" Someone said,

"Is that really relevant?" The mayor replied, "How many votes do you have? If you don't have any, get out of here. If you have some, I'll talk to you" A strike occurred in that community two weeks after that day. Here was a situation, then, where a public official had completely ignored the interest of education, and his only concern was his personal political preservation.

3. A strike takes two sides and either side can call the strike. One must understand the complex ramifications of having persons react to each other through complex organizations and a simple statement to the effect that either side can call a strike may be simplistic, but it is true.

4. A strike occurs because one side or the other does not want to settle.

5. I believe that an anti-strike law is one of the basic causes of strikes. The opportunity to ignore or abuse teachers' rights is enhanced if the law protects the board of education. In other words, a board of education which is willing to ignore the teachers' voice and refuse teachers' rights is also the board of education which would use an anti-strike law to their advantage. It provides a crutch for the board, and thus hinders good-faith negotiations.

6. Strikes are not necessarily harmful to children. There are generally two issues which are raised:

   a. The loss of schooling issue
   b. The negative influence issue

   Under the loss of schooling issue, the evidence is not persuasive that it is harmful to children. In the private sector, the production losses due to strikes equalled .14% or one-half man-day per year, and in public employment this has been much less. It is common, for example, that children miss more school because of snow than they do because of strikes. The argument that it is harmful to the child to be out of school for two days because of a strike is not very persuasive.

The other issue that is normally raised is that of the negative influence issue. There is really no evidence one way or the other on this point. Obviously, the strike is an influence. Some would say that it is a lesson to the students in defiance of the law, and it serves as a deterrent to satisfactory student development. I have heard from the other point of view, however, by board members and superintendents, the fact that the strike was a fine lesson in society and government and the current and realistic operations of our society. A great deal more needs to be explored relative to these two factors.

7. Is the strike illegal? Yes, in 16 states it is specifically enunciated as being illegal, and any lawyer will advise you that, in the other states, the common law principle that public employees cannot strike would hold and, therefore, normally any judge would issue an injunction against the striking teacher organization.

8. The majority of teachers feel that the strike is justifiable under extreme conditions. A survey, which will be reported in the September Journal of the National Education Association, will indicate that 7 out of 10 teachers now support the strike under extreme conditions. 8.8% say that teachers should have the right to strike as any other employee and 59.4% say they should have the right to strike, but only under extreme conditions. Only 22.8% say that teachers should not have the right to strike.

9. Strikes can be reduced, but it will take positive action by government to insert other power factors, such as mediation, arbitration and fact-finding. The existence of anti-strike laws has proven to be ineffective and, as I indicated before, it may even be an additional factor in helping to encourage strike actions. Teacher organizations will utilize power and they will utilize sanction measures if they feel they are necessary.

Let me add one more thing, in contradiction to a statement made yesterday, that no good negotiation agreement is ever negotiated unless it has, implicit in it, the strike. I believe that to be definitely false. Our experience over the past couple of years has admirably demonstrated that. The impasse problem is represented in only a very small percentage of the negotiation situations. Well over 95% of all negotiations is terminated successfully without reaching impasse or threatening strikes.

Let me re-emphasize just one thing in closing. Teacher organizations will use power, and they will use the necessary devices to bring about a decision other than that which would have been made had the board of education been allowed to operate with a completely free hand. The recognition of this on the part of the board of education is mandatory, and the subsequent development of sound procedures in developing impasse will do a great deal to relieve the whole problem.

Chapter 7

SELECTING NEGOTIATORS, THEIR STATUS AND AUTHORITY

by

Mr. Robert Crosier

Selecting negotiators could be interpreted, or could have the implication that somebody up there or somebody in a big office somewhere in negotiations is going to select somebody, is going to force down the throats of teachers, a group of negotiators or a professional negotiator, and the teacher will have no control in it. To be sure, that may be a danger, and one that you should always be alert to.

I suspect that there are very few of you here that are really aware of the AFT structure. I will have to speak from my own experience as an AFT organizer. Each of our locals--each of our 800-some locals--are completely autonomous within the structure of the American Federation of Teachers. They are autonomous so long as they don't discriminate on the basis of race, creed, color, and so on, and don't admit to membership certain brands of administrators--you know, like brandwise or brand "X" is no good, and so on. Once they are chartered members they remain autonomous locals in AFT as long as they pay their dues (very small dues) to the national organization.

When a group of negotiators or a negotiator is decided upon by our collective bargaining local, one that has been designated as the bargaining agent, it is their responsibility within their own organization to decide whom their negotiators will be, and how they will operate. Sometimes that makes it difficult for me, coming from the national office, to advise them or to help them. By the way, I can only go there on their invitation, and I must leave if they ask me to leave. Sometimes they may be pursuing what I think is the craziest course in the world--doomed to failure ! Yet they are perfectly free to take that action. I may point out to you that there are locals that have done just exactly that. There are a couple of places where I can't visit any longer.

In selecting the negotiators, the local organization has a very hard job, however, they are going to do it. The personality of the people that are going to be on the negotiating team is extremely important. You don't want the very timid ones--the "milk-toast"--even though they may have a lot of influence among other teachers, they are popular, they are nice people, they smile sweetly, and all that sort of thing. But they are not good at the table.

On the other hand, you don't want the guy who has one great big chip on his shoulder, who hates that superintendent because back in the year so-and-so he didn't get the promotion, or he didn't get the right school when he wanted to transfer. That guy will ruin your negotiations. He will get so emotionally involved, he will tense up so badly that he will blow the whole thing for you, and you'll have a cat and dog fight, which is exactly what you don't want. You've got to preserve the good relationships between the management representatives and your own groups, if you are to effectively carry out and enforce the kind of contract that you hope to come out with at the end of the negotiations.

You need people who are strong, who know what they are doing, who can take a stand and stick to it, but who also know when to compromise. You need to find that "rare bird" or "birds" within your own group, and you need to put them on the negotiating committee.

How many people do you need on the team? Well, you have to have enough to keep them honest, because every man has his price. But you don't want the thing to get so big that it is cumbersome, unwieldy and it gets to be like another circus. I recently went into a negotiating session where seventeen administrators sat against one wall and twelve teachers sat on the other wall. Nothing much was accomplished that night. Both sides understood this, and we agreed to reduce the number at the table to three on each side. We made much better progress the next few sessions.

You may say, "Well, when you get three people on the team representing teachers, isn't there the danger that teacher interests are not going to be represented, that you won't have democracy?" Yes, there is that danger. The way that you protect against it is that before you ever go into negotiations, into what Dr. Redfern referred to as "pre-negotiations period", you have as representative a group or resource group or whatever you want to call it, who put your negotiating package together--the list of your demands. In some places you just list them, and other places you actually write contract language. It depends on your predirections, which way you are going to do it.

This representative group should be very certain that they come up with a package that will meet the requirements of all of the interests that are represented within your group. The larger the school system, the more difficult this becomes. Then, before you go to the board in negotiations, you probably should go to your teachers--notice I didn't say "organization", necessarily, because sometimes we go to all of the teachers, not just those that belong to the organization--and present it to them, asking them for their suggestions and criticisms. Sometimes, you will find some things that you overlooked, and crazy things that you put in that shouldn't be there at all. You should refine that package and then presumably, once you have it refined, you have it ready to go to the board to start your negotiations.

The status and authority of the negotiating team--whatever it is, either three, four, five people--it is quite a situation of giving them full authority. You've got to give them full authority. Their job is to go in there and do the best job of negotiating that they can. Every teachers should understand that they are going to have to give if they are going to get anything from the board. It is a process of compromise. They should continue this process, making progress reports from time to time to the membership so that they know that something is going on and progress is being made. But they must be careful not to reveal too much of the things that are in flux at the time, or they may jeopardize the negotiations. They may harden the position of the school board or of the school administrators. They have a hard job--a very great responsibility. They are going to be sniped at by some of the teachers who may not think things are going as they should be going.

Once this team has completed the negotiations and has gotten the very best package they think they can, (and here is where the check comes on this committee), they should present the result to all teachers in the unit--not just the members of the organization but all teachers--and they, by secret ballot, should ratify or not ratify the agreement.

If they turn it down, if the teachers reject it, then you have a whole new kind of situation to deal with. They have really voted no confidence in their negotiating team, and that team should probably resign and a new negotiating team should be selected. This new team then should be sent to the board or to the administrators, and they should start the process all over again.

If you are going to do that, you had better reject it by an overwhelming vote--three or four to one. You had better start printing the picket signs, renting the strike headquarters, putting in the bank of twenty telephones, and getting the volunteers going, because that is the kind of situation you have gotten yourself into. You may not like that situation, as I am sure no teacher does like that situation. No organizer likes to get into a strike, either. A strike is more hell for us than it is for you. We are the ones that get enjoined and we are the ones who go to jail when you go on strike.

Chapter 8

NEGOTIATIONS AND SCHOOL DISTRICT FISCAL STRUCTURE

by

Mr. Darld J. Long

It is a real pleasure to be here to represent the National School Boards Association, and look at some of the kinds of things that are happening around the country and what they are doing to the fiscal structure. I want to show you a little of the attitudes of local school districts, the attitudes of legislatures, the attitudes of the public, and some of the other factors concerning this very important topic of school professional negotiations and collective bargaining.

The theme, I think, is vital, it is something we must look at very carefully. We may have been so swept up in what is going on that we have been unable to look as carefully at some of the things that are happening from the standpoint of what we are trying to accomplish.

It is interesting to view the change of attitudes that have come about on the part of board members since 1961. These changes of attitudes have been nation-wide. In 1961, the National School Boards Association became an "action-oriented" organization. They began to make concerted efforts and issue statements and take postures and positions they had never done before.

We are learning. It takes time to develop this new role. It especially takes time because of the thousands of lay-people involved in the operation and responsibility for the schools of this country. In our own state, it is a challenging opportunity to see the new sense of direction these people are taking, and the broadness with which they are now approaching some of these problems.

Across the country there have also been some marked changes. Two or three years ago the National School Boards Association, was diametrically opposed to any kind of activity in this area of professional negotiations or collective bargaining. The official position was such that state associations were to work vigorously to defeat any attempt

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Mr. Darld J. Long is Executive Secretary of the Utah School Boards Association to bring about laws dealing with this subject or even to enter into an arrangement with a local education association. The position was not to even talk about the subject.

Just a few years ago in our state we attempted to work with the resolutions committee to draft a resolution dealing with "negotiations", the response was to "wash your mouth out with soap", after just using the word. As a matter of fact we had been negotiating or years but we now could not use the horrid word. I can't remember when a local board didn't negotiate with a local education association on matters of contract.

My background is in education. I taught and was in school administration, so I have the same background, basically, that you do, The other day while driving from a meeting in Minnesota to this conference, I remembered an incident that I hadn't thought about for a long time.

A few years ago, during my first year of teaching I drove into a service station and talked to the fellow that I had been dealing with for several years, about a small bill I owed. He suggested that I apply for a credit card. I had never had a credit card in my life, although I have a whole wallet full of them today and I don't know how to operate without them.

So I applied for a credit card on a beginning teacher's salary and was told by the oil company that I didn't make enough money to have a credit card for a gasoline company. The man who owned the service station, who didn't have an eighth grade education, was able to contact the petroleum company and convince them that I was a good risk. Because of his efforts I got the credit card.

I remember how humiliating it was to me at that time not to be able to afford a stupid little credit card that would allow me to buy things the way normal people do.

I have mellowed somewhat since then. I guess I am not quite so militant on this as I was then -- I have changed, as I imagine all of us do as we get older and fatter and a better credit risk. But I think we need to see both sides. I am not personally opposed, altogether, with what is happening. With that as reference point, let us look at some of the things that are happening and see what ramifications there are in what is going on.

First of all, let me state, unequivocally, some of my positions and the positions we hold officially. I am without question dedicated to the idea of local responsibility for education -- personally, not just officially. It is not just a job, because I am dedicated. I believe in local control and responsibility for education. I don't want to ever see the day when we are totally run by the state or federal government or any body else. I do believe that education belongs close to the people. I think it is a bulwark of freedom and responsibility and democracy that doesn't exist anywhere else in the world and if we destroy that, we are destroying something pretty precious and fundamental in our way of life. So let's start at this point: I'm dedicated to local boards of education.

Again, not from a professional standpoint, but because I philosophically believe that this is the way to get things done. I think that we owe a great debt to the thousands of board members who serve across this country. Sure, some of them act like dinosaurs and some of them have their head in the sand, but by and large they are dedicated men and women.

I think that by working together, somehow establishing the good will necessary, we can resolve the problems. I don't think it has to be on the basis of a battle all the time. I'm firmly convinced that if you give us five years together at the negotiating table we'll come up with something that is in balance and that we can all live with. It may be bad for a year or two, but I think that in not too long a time, we will be able to work with one another in a productive way.

Let's look at some other things that are happening. In the Educational Commission of the States meeting the latter part of June in Denver, Dr. James C. Conant, (the father of the Compact and who is listened to with a gread deal of reverence and respect when he makes a pronouncement at a Compact meeting), proposed seriously that there be state-wide systems of education. He proposed that there be state-wide salary schedules, adopted and negotiated at the state level, and a state-wide system for financing, if not for administration. Remember what I said about local responsibility. I don't believe that this is the direction that we ought to go. But we're not very far from that, even in our own state, as far as financial responsibility at the state level is concerned. There are already a few states - Delaware, New Mexico, and of course Hawaii -- that are practically state systems as a result of the method of financing.

When it comes to a state salary schedule, I don't believe in that for one minute. I don't feel that there is any real value served by this action at the state level, because I believe we cannot begin to solve, really, any of the serious problems in education in that fashion. I don't think you solve the inner-city salary problem with a state-wide salary schedule. This must be solved locally.

However, we can see there is some thinking about going further afield in a state-financed system, rather than having the local districts responsible.

I think the public's attitude is shifting. I'm afraid it may be getting more negative towards education, and that is unfortunate because the public is the third party at the bargaining table. Now, it hasn't been felt at the bargaining table very strongly, but I think we're going to see it there more and more. The attitude of the public, in light of what it can do through the legislators, could bring some marked changes.

Now, what kind of costs are involved in what we are doing in collective bargaining and negotiating across the country? I don't know, how much this particular conference cost, but I imagine it cost a good many dollars. We're holding workshops, we're holding institutes, we're training people, we're hiring people--we are doing all of this because of the new attitude toward negotiations. Where is all of this money coming from? If it is coming out of education isn't it hurting the things we ought to be spending money for, the things we are supposed to be in business for -- the education of the child.

Now, again, don't let me minimize the importance of bargaining. The problem is that we are now spending money for this and we didn't used to. When you start to pay consultants $100 or $200 a day, or you start hiring professional negotiators for $25 or $50 an hour and they spend 300 hours to negotiate a contract the first time around--these things run into some pretty good figures. These are dollars and cents which could be utilized more effectively, in my opinion, in educating the child.

Another point are the many meetings throughout the nation like the Educational Compact meeting in Denver that I mentioned earlier. Hundreds of thousands of dollars were involved in attending that meeting on the topic of professional negotiations. Without question, the development of teacher negotiations is expensive.

There are other things that are happening throughout the country that I think are significant. In New Rochelle, New York, for example, when the negotiation team negotiated a contract, they were at their two per cent limit. They could not legally go beyond where they were. They negotiated a contract; and the teachers agreed to fire 35 of their own in order to meet it. They refer to this as cannibalism. This is quite a consideration for a teacher's organization, or union, to negotiate a contract that necessitates firing some of their members. The same thing happened in Rochester, New York, only they didn't quite have to fire the three hundred or so teachers necessary. State aid came through in the last minute and bailed them out.

A rather interesting thing happened in Wisconsin. The city of Milwaukee got an appropriation of about one million dollars, directly from the state legislature. Now, I'm not so sure how comfortable I feel about cities receiving direct appropriations from the state.

Let's look at other fiscal implications. In the State of Florida, during the time of their crisis and trouble, the legislature appropriated one hundred three million dollars -- I believe that was the amount -- for the purpose of improving education in the state of Florida. This money was not to go into teacher's salaries, but in categorical ways to help build the quality of education in the state. This is something else to look at!

The negotiated contract in Detroit, you remember, called for a deficit of eight million dollars in the Detroit budget. We have an interesting law suit against the state legislature in the state of Michigan. That law suit is trying to force the state legislature to appropriate that eight million dollars on the basis of the need to equalize the educational opportunities for the disadvantaged in the city of Detroit. Of course, the real reason for it was that the board negotiated a contract it could not pay for and they were eight million dollars shy.

The city of Chicago had a similar situation. The Mayor threw his own personal prestige on the line to raise the money. In New York City, Governor Rockerfeller used his power and resources and was able to "save the day". There are districts in the state of Michigan that feel they are seriously on the brink of going bankrupt as a result of the professional negotiations procedure.

What I am saying is that maybe we give lip service to the belief that we need real general federal aid, for example, or general state aid to go to local districts, but our actions force legislators -- the federal government -- to categorically appropriate money to the assistance of the programs in the district. This is CONTRARY TO WHAT I think most of us hold basically as a philosophy of financing schools and school districts in this great country.

In addition to that same problem mentioned above, anytime you change the pupil-teacher ratio it costs money. Each time you give a teacher a duty-free lunch period it costs money. Every time you hire an aid or an intern or a para-professional it costs money. Every time you change the extra curricular load for people it costs money. Almost everything that we talk about at the negotiations table really does cost dollars and cents somewhere along the line. These are the fiscal things that I think we have to take a responsible look at and not just close our eyes to or run away from. Anything we want to talk about on this basis you can probably construe to mean money.

What also is beginning to happen, as we go down the road, is that as the classified school personnel are becoming more and more concerned about their own role, they too are beginning to fight. What will happen as this 'fight" (and that is not the proper word, or at least I hope it isn't)--this "quarrel" develops between the classified people and the professional people on staffs for the school dollars? In many districts there aren't going to be any more dollars available.

These people are organizing. They are organized in many areas already, though I suppose in our areas throughout the Northwest they are not as heavily organized as in Michigan and Massachusetts. But they are going to be. Some school districts in Michigan are dealing with ten separate organizations: labor unions, professional associations, and so forth. When these organizations all come to the bargaining table, they have some real headaches.

Moreover, I could venture a guess that we are moving into an era of extreme political conservatism in this country. There exists a desire for strong changes which will be felt by the legislatures of your states. I don't know if it is as drastic in your state as it was in ours two years ago. We went from the domination of one party to a complete reversal. In the Senate and in the House there were eleven members of the minority party. This didn't leave the minority party with much of a voice, did it? This isn't the kind of government that I believe in, do you? I think we need balance.

We talk about backlashes today. We are witnessing a reaction to the war in Vietnam. We are concerned about what is happening in the racial issues, and people are just becoming more and more conservative. Actually, the public is becoming reactionary in their feelings, and setting strong opposition to some of the things that are happening. I think these are words of warning: (I hope this is part of what the conference is for), we should look carefully at what we are doing so that we don't get caught up in a backlash reaction.

I am not really as pessimistic as I sound, because I think there is real hope. But there is a tremendous number of bond elections being defeated across the country. I assume you are all well aware of this problem. Levy election and budget elections are being turned down almost automatically. I know that people don't vote against schools, at least I don't believe they really do. But the only time they have to vote against an increase of taxes is on school matters or local government matters. And so they really vote against taxes in general; they vote against the war, and they vote against whomever is in power.

One of the problems is the reaction to the militancy of the profession. A study was recently made by the State Federation of District Boards of Education of New Jersey that shows the cost per pupil had advanced about 8.2 per cent over the past year or two. During that period, slightly over 50 per cent of this had gone for teachers' salaries as a result of the pressures, leaving about 4 per cent for the pupil. That 4 per cent is for the program, the instructional material, supplies, and for the rest of the personnel on the staffs, of course. The study showed that inflation had eaten away about 4.1 per cent of the money. This means that they preserved the status quo less one tenth of one per cent. In the last session of their legislature, New Jersey passed a negotiations law. (They are one of the latest states to get a law). Yes, there are some things happening!

I suppose as professionals you don't hear the negative side quite as often as we do, but we hear in our meetings from people who are talking about the "luxury" of education. They are asking whether we really need it or not. This is a frightening thing. If nothing else has built this nation, education has. You can talk all you want about free enterprise, salesmanship, and capitalism, but none of that would work without education. There are people for whom I have some intellectual regard who, nevertheless, are talking about the "luxury" of education.

Since 1964 in the state of New Jersey, the number of budgets that have been turned down has increase 189 per cent. New Jersey stands out because it is one of those states in which the school district has to put its budget before the public each year, 30 per cent of the budgets that were presented in February this year were defeated. One hundred fifty-four districts lost the first round. Of those 154, during the second election, 85 per cent of them were turned down. One of the four causes for the defeat that was listed by the study was the area of the militancy of teachers.

A pattern seems to be emerging. In Massachusetts, Michigan, and Wisconsin, and other labor-oriented states (and I am not using the term negatively) laws are oriented toward a pattern of labor relations acts which have existed in those states for some time. In the first two years under these acts there seems to be some solid progress. Almost everything that is demanded is worked out. But generally in the third year some real battles take place. The third year seems to be the one where the public says, "No more!" Then you have to really work to educate the public to be able to get the kind of funds necessary to carry out your program.

The first state to have a negotiations law was Wisconsin. Of course, this is a public employees' law, and not just one for teachers. In Wisconsin they have a provision in school finance which says that after a district has reached the basic limits that have been set, they have to maintain those limits -- they have an agreement which they can enter into with the state legislature or the state and get additional funds. These funds compensate for the program over the levy which they have to make.

The teachers in Wisconsin are asking for additional benefits beyond that level. They are using the strategy that it doesn't cost the district anything because the money comes from the state -- and of course, it does. However, the legislature is looking very closely at the possibility of changing the law to cut this off -- to offset it, to shorten it, to change it so that it is no longer available.

We are living in a time when all of these things have some real ramifications for us. A time when we in education have to see where we fit into the sociological structure. Many people are concerned; I am deeply concerned, as I am certain you are, that we don't get caught up in a great negative reaction that could boomerang and hurt or destroy education.

The pamphlets and materials that I have been reading in the area of Designing Education for the Future attempts to take a look at what education ought to be like in 1980 or 2000, the wonderful opportunities that appear to be coming; such things as the lengthening of the school year, the use of technology to help and assist the child, and the innovative practices and procedures that are going to come about. All of these kinds of things are going to happen in education. On the horizon is the most exciting years in education's history -- from the stand-point not only of innovations, but from the stand-point of professional growth, challenge, thrills in being a teacher and in being in the field of education as a whole.

I am concerned as a member of the profession that we move not slowly -- we have moved slowly too long! But we must weight our steps, look at them carefully, and not make mistakes that might destroy the "goose that lays the golden egg". Education is not a luxury. It is a dire necessity, and we have to continue to have people in this country believe that.

I think we are moving now to solve the problems of the salary and the welfare benefits, and so on, of teachers. Too often our actions create the impression in the minds of the public that we are not interested in their children at all. I have attended meetings and worked on negotiations where I am not so sure that anybody who was involved was very interested in the child. I know that we are, but I also think we need to act a little bit more like we are.

Board members are responsible--for education in local school districts. Teachers are really not responsible for education in that sense. I think we have to recognize the fact that if we are going to arrive at decisions by concensus between the board and local associations or local unions, we are going to have to also establish some way for the profession to be accountable and be responsible to the public in a somewhat similar fashion, just as local board members are responsible to the public.

As I said at the offset, these board members are dedicated. The things that happen to some of them are amazing; the boycotting of their businesses in small towns -- not necessarily by teachers, although this happens occasionally, of course--by their friends and neighbors who believe they are giving in to the militancy of teachers. These people -- many of them good board members who want to do what is right -- must have a chance to do so. I am finding more and more that these people are more desirous of being innovative than are the school administrators.

Well, if we as a profession are to come up with innovations for a change of staffing patterns and the structure within the schools, if we are to come up with meaningful professional negotiations, then I think we have a tremendous responsibility in the very near future to develop new and innovative ways of financing public education. This must be done in order that we can begin to resolve some of these other problems effectively.

I wish you well, everyone of you, because I think that we are on the threshold of the most challenging period in the history of education and I am glad to be part of it! I am glad to be part of it even thought I am on the "other side" from most of you. I am glad to be where I am because I think that we need some people on the "other side" who also see the thing reasonably and squarely. I started off showing you my personal orientation. I think we have to occasionally take a look at the other side of the coin--because there is one.

I don't want to lose the public for a minute. It is an axiom of school administration that no school district moves any faster than the public will move with it. I am beginning to wonder if we haven't lost them a little ways back. I think maybe we should slow down, but I think we ought to devise some ways of reaching back and pulling them up with us in positive ways rather than the negative fashion. Let us be as innovative as we know how to be. Let us work hard as we know how to work to solve the problems. But once again, let's not cut off our nose to spite our face, or cut off the legislature, or cut off the public because of short term gains when the long term gains are worth the brief wait.

Chapter 9

STATUS OF NEGOTIATIONS MOVEMENT IN PUBLIC EDUCATION

by

Dr. Wesley A. Wildman

Your attendance at this conference is indicative of the fact that the most dramatic recent development in public education in the United States is the increasing militant effort of teachers to seek recognition and more powerful roles in policy-formulation and administration decision-making. This effort is being made through the medium of collective bargaining or professional negotiations in local school districts. Collective negotiations in the schools and throughout the U.S. is almost wholly a post-World War II phenomena. Indeed, most significant bargaining relationships between teacher organizations and boards of education in this country have developed since 1960.

The major teacher organizations in this country (namely the National Education Association--and its important state affiliates, and the American Federation of Teachers--and its locals) have been in existence for many years. However, while they have been more than occasionally concerned during their long histories with teacher welfare, they have only recently sought power for the improvement of the lot of teachers through local school district negotiations.

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As part of the U. S. Office Study that we did at the University of Chicago--and it ran over nearly four years--we conducted a nationwide survey during the 1963-64 school year. We attempted to determine how much negotiating and bargaining activity was going on around the United States and how many agreements had been bargained, negotiated and signed between school boards and teacher organizations. Our survey was very similar to the survey that is now being conducted and computerized by the National Education Association for the 1966, 1967, and 1968 school year. We found in 1963-64 that there were only 19 substantive collective bargaining agreements or professional negotiation agreements across the country. This is what the NEA now refers to as their "Level Four Agreements".

When I say "substantive collective bargaining" or "professional negotiations agreement", I am talking about the contract book. It is not only a statement of recognition and a salary schedule, but is also clauses on working conditions, policy and professional matters, and so on. It is the kinds of books being negotiated by the NEA increasingly in Michigan and Wisconsin, and by the AFT in the larger cities--only 19 of these larger cities.

In 1966-67 the NEA research that I have alluded to turned over nearly 400 of these substantive bilateral signed contracts, which cover nearly a quarter of a million teachers. We have some of the preliminary 1967-68 school year figures from the NEA's research department. However, they haven't yet given us the breakdown on the number of substantive contracts. We do know, though, that in the 1966-67 school year about 600, 000 of our roughly 1, 800, 000 public school teachers in the United States were working under 1, 500 agreements--all the way from Level One to Level Four--including this substantive bilateral contract. In 1967-68, that 1, 500 total had risen from 2, 212 to a figure of something like 9000, 000. This figure shows more than half of the public school teachers in the United States working under some form of negotiated agreement between the teacher organization and the school board. This certainly indicates that something big, something dramatic, and something grand has been happening in just the last couple of years as far as this phenomena is concerned.

My best guess as to the number of teachers working under substantive bilateral signed contracts--these contracts include not only statements of recognition, but also clauses on working conditions, professional policy matters, and etc--is that at least 350, 000 to 400, 000 teachers in the United States are working under these kinds of fully comprehensive agreements. (These agreements are comparable with the kinds of agreements that we negotiate with labor unions and have negotiated for years with the labor unions in the private sector of this country.) The figures I have just stated are the number of teachers that are working under the full contract book.

The AFT's coverage in the 1967-68 school year was probably at least a half of the quarter million total--about 125, 000 out of the 250, 000 teachers--that were working under the full contract book. The contradiction of the figures of AFT and NEA is a result of the fact that the NEA and its state affiliates have great strength throughout most of the country outside of our very largest cities, while the AFT holds exclusive representational rights for teachers in major cities, (such as New York, Philadelphia, Detroit, Cleveland, Boston, Chicago, Washington D. C., Baltimore and most recently, Pittsburg). The AFT's potentially greater strength in the larger districts has rather significantly reduced the differential between the two organizations in terms of number of teachers represented in hard bargaining relationships, which result in the comprehensive bargained agreements.

What strengths the NEA does have in terms of formal negotiation relationships, lies primarily in those states where (usually outside of the large cities)the NEA was strong enough, or its state affiliate was strong enough, to take good advantage of state legislation which provided for teacher bargaining. Some of those states are out here in the West and other s are Michigan, Wisconsin, and Connecticut. So much then for a very brief statistical overview of where we stand with regard to this phenomena today--the number of teachers covered, the number of agreements signed to date, and so on.

You have been talking today and will be talking the rest of the week about some of the causes for the so-called "new-teacher militancy". Let me just pull a few thoughts together as to the causal factors of what has been happening since 1960 in this area. I don't intend this list to be exhaustive. You will undoubtedly be able to add some to my list from your district or your state.

First of all, teachers simply do (as do most other employees of any sort in this society) desire more money and more benefits--a bigger share of the pie. They have just recently discovered that collective negotiations can deliver this end. They want more money for themselves, and teachers may often want more for education in general (as is often the case with boards of education).

Secondly, the percentage of males in the teaching force is increasing, and teachers of both sexes are better trained and better prepared than they ever have been before. Along this same line, we might mention the fact that turnover among teachers in our public schools is decreasing moderately. The great disparity in years of formal preparation (which used to exist between rank and file teachers on the one hand, and administrators on the other) is no longer much in existence. Many teachers are becoming increasingly professionalized in terms of training and in terms of career committment. They want a larger voice in determining exactly how they are going to be allowed to go about the job of teaching. In many school systems, evidently, teachers also want a voice in formulating the rules and the policies of the work bureaucracy that controls their lives.

Legislation, of course, is an independent causal factor, and legislation, in those states which have it, that grants bargaining rights to teachers is (both at one and the same time) a crucial cause and affect of the new teacher militancy. This is not, perhaps, as true in some of the western states (which are heavily represented here) as it is in some of the eastern and midwestern states. It is quite important, also, in the growth of teacher militancy. This is not, perhaps, as true in some of the western states (which are heavily represented here) as it is in some of the eastern and midwestern states. It is quite important, also, in the growth of teacher militancy.

In this country, the NEA-AFT rivalary has been intensified by the desire of the larger labor movement to organize the white collar workers in the United States. I think, too, we must mention the monumental problems of the big-city school system if we are going to trace the genesis of the movement for bargaining among teachers in the U.S. This drive really began in the early 1960's, in New York City. It is here that teacher dissatisfaction is (or at least was) simply much greater than in small towns, rural or suburban systems. The AFT successes in New York spurred the National Education Association to begin acting like a union in many localities, and the process is now, to a certain extent, self-sustained.

Last, but not least, I think we have to recognize that we seem to be living in what one commentator has characterized as an "age of political activism". This is an age where collective action, demonstrations, and thrusts for power are both fashionable and effective. I think that the drive for teacher power undoubtedly derives strength from this general broader cultural context.

I'm going to review very briefly for you--and I hope not to the point of boredom--the impact of collective negotiations, collective bargaining, and professional negotiations in this country. This review of the impact of those factors will cover: First, on money; second, on what we might call working conditions; third, on the so-called policy and professional issues. But, before I give you this review, I want to note for you that in assessing local school district teacher collective activity in the United States, there is a tendency to draw conclusions and make projections from those districts which are practicing relatively formal adversary conflict and compromise-oriented negotiations. (I have fallen prey to this tendency, and so we did in our study.) This is where the drama and the action are most intriguing and most visible.

I've got to caution you that the procedures, the processes, and even the basic assumptions underlying interaction between school boards and teachers on their organizations are anything but homogenous and uniform in the United States. Many of the organizations vying for teacher-allegience in this country have somewhat differing views regarding the applicability to the schools of adversary procedures based on the assumption of conflict and interest. For instance, many National Education affiliates, both local and state, manifest quite a deep-seated analytical, or philosophical ambivalence and uncertainty in regards to the applicability and the usefulness in the schools of the basic assumptions of conflict and power--those things which form, in essence, the theoretical and practical underpinning of collective bargaining. Some of these NEA affiliates are not so sure that the inevitable inherency, nature, and depth of conflict in the schools is between teachers (on the one hand) and administrators, or board members, or the community (on the other hand). They are somewhat uncomfortable using the rhetoric of power and opposed interests to discuss the relationship of one segment of the educational fraternity vs another. Many of them, too, are instinctively wary of collective bargaining or professional negotiations which looks like collective bargaining, as a suitable method for structuring the leader-led relationships within a school system.

A number of state associations (and I would include among these some of those in the west) feel quite clearly that the well-ordered school system with a sophisticated superintendent and a reasonable board, simply doesn't manifest significant degrees of conflict. They feel that having all of the facts on the table to be discussed in an atmosphere of free communication among all concerned will result in consensus; it will result in agreement, and it will result in problem solving to the mutual benefit and advantage of all concerned without the necessity for compromise, concession-making or conflict.

On the other hand, as we view this variability of response among AFT organizations and between the two major organizations, we see the AFT position is quite uniform. Homogenists is quite a bit easier to characterize. The AFT accepts, as given, the existence of a significant degree of conflict in the schools. It declares the need of teachers to wield in that conflict and sees collective bargaining on the industrial model as the appropriate means for gaining the power and handling the conflict. The AFT is in full support of Wisconsin and Michigan-type legislation, for instance, which makes available to teachers most of the key elements of bargaining, as we practice it in the private sector.

Let me push this notion just a bit further because I think it is highly appropriate for you people in the western states. Underscoring "highly", and bringing in the bold relief of these varying philosophies (or we might say orientations) is the significant practical difference of opinion between the organizations, whether the administrative personnel should be included in or excluded from the local teacher negotiating unit.

The AFT position, in this respect, is quite quick. The exclusion of administrative personnel from classroom-teacher organization is preferred. This position is based on private industry or conflict of interest model of supervisor-supervised relationships. The supervisor who bears out the responsibility of carrying out the programs--the policies and the decisions of the organization--is empowered to dispense rewards and apply sanctions. The higher rate discipline recommends discharge and so on. It is basically this power over rewards and the status difference which this power imples that provides a basis for conflict of interest. Therefore, this theory runs between supervised and supervising.

The NEA's position, as most of you know, is not definitive on this question although many of its affiliates favor inclusion of administrators in the local unit for negotiating purposes. The NEA-supported Negotiations Law in the State of Washington, for instance, provides only for all inclusive negotiating units. With this word of warning (or this 200 words of warning) regarding what I refer to as the "variability of teacher response to the negotiations phenomenon across the United States," is the fact that most of the work done in the U.S. Office University of Chicago Study was focused on those districts that are practicing what we tend to identify as "hard bargaining".

Let me move to a quick run down of the impact of hard bargaining in those districts on money-working conditions and so-called policy and professional manners. The number one issue (quite clearly professional rhetoric to the contrary, not withstanding the number one issue in most negotiation relationships) has been cash. Experience indicates that collective bargaining is a threat. The exercise of teacher group power, which underlies collective bargaining, has had at least a short run impact on both the level and the structure of teacher compensation in districts which have practiced collective negotiations.

In most of the districts that we looked at one or both of the following phenomenon was observed. First, there was an increase in the absolute and the relative size of the total amount of resources allocated to teacher compensation within the school district budget. In other words, not only do teachers' salaries rise each year in districts during negotiations, but the amount of money going to teacher compensation salaries and related fringe benefits rose also. Secondly, there was an increase in the absolute and relative size of yearly surface increments and differentials for academic training beyond the Bachelors Degree.

The threat or the exercise of power by teachers produced the following changes in the fiscal framework of salary negotiations: First, a short run increase in the willingness of the state or the local community to support public education; and second, the willingness of boards of education to reallocate available resources from other anticipated uses to teacher compensations. The practical effect of both of these changes was to enhance the priority of teacher compensation in the formulation of school district budgets. This thereby ended what had been the traditional practice of making salary determination on a residual basis. In other words, getting away from planning the school district budget, in regard to class size, to the building fund, etc. etc., and then letting the teachers' salary follow.

I've said that it is clear that the negotiations in many, if not most school districts have been responsible for short run economic gains to teachers of considerable magnitude. These gains have been in excess of what would have been forthcoming in the absence of collective pressure. There are a number of factors, however, which indicate that this rate of gain in salaries--in districts engaging in collective negotiations--may well diminish in the foreseeable future. (I'm going to talk just a bit tomorrow morning about what some of those trends are and some of those indications are.) The immediate change, in respect to the structure of teachers salaried in schools and in school districts engaged in negotiations, was a marked increase in the relative compensation of teachers who are most active in supporting the teacher organization--generally long service teachers, and particularly those in secondary schools where a master's degree was required or strongly preferred. Thus, we had most frequently (in terms of the structure of the salary schedule) got this movement at the top of the MA column.

Let me say just a word about working conditions. Collective bargaining or collective negotiations (to use the phrase which is acceptable to both NEA and AFT partisans) has had significant impact on numerous, myriad rules and regulations governing the day-to-day working life of a teacher in the US schools. Some of the subjects that have received attention in school bargaining have been: the length of the school year (although sometimes fixed by law) has become a subject of bargaining in some districts; the length of the school day; a reduction of class load, both in terms of number of classes which a teacher has to meet a week and in terms of the number of preparations for which he or she has to be responsible, and the provision for additional planning and preparation periods. Here I might note that in a number of districts engaged in so-called "hard bargaining", there is often a great deal of conflict over the use to which a teacher is to be allowed to put the newly won free time she gets from the additional preparation periods being provided in the schedule. This has been a problem all the way from the New York City school system down to the smallest school systems.

Collective bargaining in the schools has been used to control, to curtail, and to receive extra compensation for time spent after the regularly scheduled school day. Here, I am referring to the limitations on after-school meetings with the principal, on the number of parent-teacher conferences, and on the number of extra-curricular activities in which teachers generally will be expected to engage. Bargaining has also been used to affect some relief for teachers in many districts, from clerical and other non-teaching chores. We are seeing the greater application of seniority in the concept of rotation and in the making of class assignments and in the making of the school programs.

Let me summarize this aspect of negotiations in the schools (which we have called working conditions) by saying that it has to some extent, substituted centralized decision-making for decentralized decision-making on the management side. School principals (particularly in the medium sized and larger districts) have lost significant discretion in this process. In a number of districts, they not only resent this loss but are actually under-taking organization themselves in areas where we have teacher-only bargaining units as a means of securing a stronger voice in such centralized decision-making. In other words, in many of these so-called "working conditions areas", the principal is now finding that many of these areas--over which he previously exercised a great deal of discretion and flexibility--have become the subject of a rule in the collective negotiations agreement and deprived him of some of the discretion and flexibility he previously enjoyed. However, I think that although the impact of the negotiated agreement is often considerable on the local school principal, in many districts, and on other administrators in the administrative hierarchy, what is perceived by school administrations to be at least a necessary minimum of discretion is being maintained and protected for administrators.

Let me move on to the so-called "policy" or "professional issues". School boards and administrators frequently express the fear that formal negotiations in education will devest the community of control over its schools, and submerge any opportunity for creative administrative leadership in the inflexible, common rule of the collective agreement. As if in confirmation, both teacher organizations proudly assert that increased control over basic district policy and a determitive voice in professional consideration are two of the primary goals in the drive for negotiations in education. I think we ought to know at the outset that it is exceedingly difficult (when we are talking about negotiations in public schools) to distinguish between educational policy (on the one hand) and salaries and working conditions (on the other). For instance, it is generally accepted, I suppose, that the salary schedule and teacher benefits are bargainable if anything is bargainable in school negotiations. However, the raising of teachers' salaries in a district (as a result of bargaining forces) the setting aside of sums for a budget realization (lets say for textbooks) the hiring of additional professional personnel, the building maintenance or even new school construction--these acts indicate that you have definitely made a decision on school policy.

Indeed, this decision may have been discussed, as such, at the negotiating table. Take, for example, the problem of teacher transfers in our larger cities. Transfer rules and transfer policies have long been considered in both private and public employment as falling within any reasonable definition of working conditions. Yet, in our major cities (where schools in lowered social economic areas have a grossly disproportionate share of the systems inexperienced teachers who are minimumly qualified in terms of training and advanced degrees) the problem of fairly and equitably balancing teaching staffs (and thus curtaining the right to transfer by seniority) has become for large city boards a policy issue of great significance.

Let me summarize. The evidence from the districts we studied in the U. S. Office University of Chicago Study have led to the conclusion that there are few cases, as yet, where negotiations have actually forced a significant shift in basic school district policy onto a reluctant, unwilling board of education. There are few examples, as yet, of a board being blocked as a result of the exercise of teacher power in negotiations. There are few examples of a board being blocked from initiating action, or change, on a basic policy matter through the negotiation process. As yet, there are relatively few instances where specific substantive issues (which might be considered in the policy or in the professional realm) have become the focus of pointed conflict at the bargaining table.

There are exceptions, and some very dramatic ones, at that. The most recent significant instance, I suppose, of a policy question providing bargaining table conflict occurred in the fall of 1967 in New York City. It was in the bargaining between New York City Board and the United Federation of Teachers. A key teacher-demand in New York was for the extension to more inner-city schools of the expensive saturation services. These saturation services are called "More Effective Schools Program" of which you will be hearing more about tomorrow from Mary Ellen Riordan who is the president of the Detroit Federation of Teachers. The board had judged, rightly or wrongly, (I am not trying to pass any value judgment on the effectiveness of the More Effective Schools in New York or elsewhere) last fall in New York, that the additional outlay for the More Effective Schools Program had not been justified by the results. It said that extra sums could better be spent on alternative compensatory educational activities. The board argued that the issue was clearly one of educational policy not appropriate for resolution through collective bargaining. Ultimately, the issue was compromised by the establishment of a committee which included parent and community representatives as well as administrative representatives, representatives of the board of education, and of the teacher organization.

As I say, there are exceptions to the generalization that few specific issues, which might be considered in this policy or professional realm have become the issue of conflict at the bargaining table. However, while bargaining over specific tangible issues of policy or professional judgment may be relatively rare as yet, bargaining is being used as a vehicle for establishing procedures and structures for interaction in a school district. It assures teachers of a voice in policy and professional matters outside of an independent--outside of the process of negotiations over a collective agreement. In other words, although you may not have clauses in the bargained (or negotiated) agreement dictating how, for instance, the textbooks (which you will be using for this year or that year in the school) will be selected, you may make clauses in the agreement providing for the establishment of committees. These committees will decide or deliberate during the term of the contract and during the school year on recommendations to be made to the board of education on the selection of textbooks--or on the revision of curriculum, or on changes in school district methodology, or in any of these other areas of so-called policy or professional concern.

An example of the "assurance of the teacher's voice" would be the contracts that have provided for committees to be established for very wide variety of research, deliberation and decision-making purposes--such as curriculum, methodology, textbook selection, and promotion to the principalship. This could also cover screening and recommendations of candidates for openings at any level in the system (up to and including the superintendency) methods of achieving pupil and teacher integration in the system, pupil discipline, and many more. In some instances, the establishment of committees for such purposes has constituted a dramatic departure from past practice in a school district. In other cases, the functioning reality behind the exciting contract clause may be anything but impressive.

Let me close by indicating some of the directions in which we may be moving with collective negotiations in the schools in this country. I think one has to judge the collective negotiations where it has been practiced along largely private sector lines, and has been quite compatible with the educational enterprise. The following factors virtually assured the easy transfer of collective bargaining principles and practices to the professional field of public school teaching. They are: (1) The tradition of the single salary schedule; (2) the lack of any objective, widely-acceptable standards by which to judge teacher performance in the classroom (and thus the absence of teacher accountability and merit); and (3) pay differentials and the wide-spread use (before the negotiations movement) of seniority and other objective standards for the movement and placement of teachers in large scale bureaucratic organizations.

Collective bargaining in the private sector of the economy in the United States is hardly a revolutionary phenomenon. It is essentially an affirmation of, or an adaptation to, the status quo. From the evidence at hand, there are not very many good reasons to assume that the impact of collective negotiations on education will be radically different. Indeed, I think the significant question at the moment is not so much whether teacher bargaining is itself a process likely to revolutionize education, but rather, what the impact of collective negotiation on education is likely to be with respect to freezing the present structure and administrative practices of our educational enterprise.

Let me mention just a few examples. Let's begin with a look at the abiasment of the single uniform salary schedule. For instance, where math or science teachers are in relative short supply they are paid the same as social studies teachers, who are in a relative plentiful supply. A salary differential has long been urged by those concerned with economic efficiency in our educational enterprise.

What would be the effect of a well interned system of collective negotiations on a school which attempts (as many surely will in the years that lie ahead) to depart from or modify significantly the uniform single schedule concept? Then too, the new systems analysis approach to the organization administration of our schools and the measurement of the effectiveness of the schools will definitely (when and if it is implemented) call for wide differentiation of task, status, roles, rewards, remunerations. These differentiations will occur within the relatively undifferentiated teaching force as it is presently established.

Collective bargaining, as the Supreme Court set up long ago, (when it had occasion to pass on some of the private sector practices) looked with some suspicion on individual advantage. Collective bargaining because of its internal politicical dynamics, tended inevitably toward the uniform undifferentiated pay scale. The application of the common rule was generally based on experience in the private sector and some hints from developments in school districts. One can predict that the systems analysis approach to the differentiation of tasks and the differentiations of rewards in our schools (among the teaching force) may meet with some stout resistance at the bargaining table. Again, all of this is not a great moment concern, I would imagine, to most of the western states, but it certainly is in the east and the midwest.

What is likely to be the impact of collectively bargaining on the decentralization of some of our larger educational bureaucracies in the big cities? The decentralization of our large cities school systems is a very complex problem. I intend to pass no value judgment on the different kinds of programs that are being espoused. I intend to give no indication as to which of those I think might work or to which of those I think might not work.

Certainly some of the plans (which have been advanced for decentralization of our city school systems) will be compatible with central city wide negotiations. Some will be compatible with the uniform application of policies regarding hiring, promotions, assignments, dismissals, pay scales and so on. However, any decentralization of our large city school systems which grant significant autonomy to local school districts or individual schools that had subjects previously covered uniformly by contract, will undoubtedly meet powerful resistance from teacher organization interests. There is already an indication of this, as many of you are probably aware. For instance, the United Federation of Teachers, which has a rather large treasury (because it is the largest union local in the world) spent over the last six months in New York something over two hundred thousand dollars lobbying against decentralization (or what some of the partisans in New York call "effective decentralization of the New York City School System"). Indeed, we are given more than a little credit for blocking the passage of an effective decentralization plan for New York City in the last session of the legislature in New York.

A new dimension, we might note, is teacher power. School boards and lay community groups are frequently in recent years, insistent of the adoption in local school districts of some form of merit pay plans which will reward so-called superior or outstanding teaching effort. It is expected with the new emphasis on higher teacher salaries (resulting from the new teacher militancy and the community insistance that outstanding service and capability be rewarded) that some merit pay plans will increase among schools. These increases will occur, despite the difficulties of measuring that outstanding service and capability.

We might predict that the net power generated by teachers through collective negotiations will make experimentations with an installation of input-output measurement of teacher accountability. The pay differential plans based on classroom performance are much more difficult for school boards and administrations than would have been the case prior to the advent of the negotiations movement.

What is the impact of collective negotiations in the schools going to be on the new automated teaching methodology? The teaching machines, the teaching by television, and various forms of computerized instruction have not yet received wide spread implementation--at least, not as quickly as we might have guessed they would have a few years ago. None the less, I think it is true that the new teaching methodologies are going to have a major impact on education in the future. The question, of course, is whether teachers are likely to attempt to resist, through collective negotiations, the adoption of the new instructional methodology when it has been perfected and has become widely available at a reasonable cost.

While automation of the teaching task has some potential for the replacement of teaching personnel, it is hard to foresee that the adoption of automation in education could proceed at such a pace that teacher unemployment would actually result. Whatever the pace of adoption, it is not likely to be so rapid that there won't be adequate lead-time for the market, operating through enrollment in teacher training institutions, to adjust to the need for fewer teachers.

As we have seen, the gains and accomplishments, whether manifested through collective bargaining or professional negotiations, and whether they have been realized or potential, of collective teacher power in local school districts are clearly substantial. I think it remains, in the next decade, for school boards, administrators, teachers, and consumers of education--all of them alike--to assure that bargaining in the school continues to play a dynamic and adaptable role in helping meet the public education needs of the future in the United States.

Chapter 10

WHAT IS THE PUBLIC-PRIVATE DICHOTOMY IN EMPLOYMENT RELATIONS?

by

Dr. Wesley A. Wildman

The title given to me for this morning's presentation--"The Public-Private Dichotomy in Employment Relations"--indicates that I should say something about the differences in state legislations that have been passed in a number of jurisdictions governing the relationships between employer organizations and public employment, which includes teacher organizations, public employers and boards of education and the differences in the way in which that legislation treats these relationships. I will spend a couple of minutes on that subject. Secondly, I want to say just a few words about some of the differences between bargaining in the private sector and bargaining in the public sector. There is the promise that the impact bargaining in the public sector, and particularly in public education, is likely to be somewhat different than it has been in the private sector.

I am going to move to the state legislation picture. You will hear all different kinds of counts, at this conference and in any material you might read, as to the number of states which have legislation bearing on the teacher-board negotiations. I think the board count, though, is of those states which have some form of statute which mandates collective bargaining, or professional negotiations between teacher organizations and boards of education. Those states will count which have laws telling boards of education and administrations that they have to sit down and talk, and negotiate, and bargain (whatever the statute calls for) with the teacher organization, if the teacher organization, or teachers in the school, ask for such negotiations or such bargaining. That count, at the moment, stands at twelve. The most recent additions are a statute in the State of Maryland, and even more recently, New Jersey. (By the way, in New Jersey that statute has not yet been signed by the Governor, but all indications are that it will be.) This statute of New Jersey will make bargaining between boards of education and teacher organizations mandatory, if, (as is the case in the private sector) the employer organization requests such discussion.

We have over 40% of our nation's teachers working in states with legislation of negotiations (this includes the State of Washington). I think it is probable that by 1970-1971 legislation will be, in affect, employing probably as many as 70% or 80% of the public school teachers in the United States.

Allow me to give you a brief run-down on this legislation. California is a good example. It requires the boards of education to meet and confer--not bargain in good faith. A lot is made of the distinction between "meeting and conferring" and "bargaining in good faith" in California. California wants this meeting and conference to be done with a negotiating council that is composed of representatives of all the teacher and administrator organizations in the district. These teachers and administrator organizations serve in numbers proportional to the membership of their organization. As is the case with the Washington legislation, the scope of discussable subject matter described in the California legislation is extremely broad.

Another example would be the statute in Minnesota. It provides for boards of education to meet and confer with a teacher's council composed of representatives of all teacher organizations (very similar to the California statute) selected on a proportionate basis to be determined by membership. The Minnesota Law is a little different than the California Law. The boards have to, under the Minnesota statute, meet and confer for discussion and exchange of views only--not for the purpose of reaching agreements on educational and professional policies relationships, grievance procedures, or other matters as applied to teachers. In other words, under the Minnesota statute, boards are told, "You've got to make a good faith attempt to reach agreement with your teachers on salaries and related economic conditions of employment. You've got to meet and talk for the purpose of exchanging views on just about everything that goes on in the school district."

You people are familiar with the Oregon and Washington legislation which (like the California and Minnesota legislation) is rather rudimentary in form. Then we move to the laws of Michigan, Wisconsin, Massachusetts, and most recently, New York. These statutes differ in number of important respects, but they are relatively similar. They are comprehensive and they provide to public employees (including teachers) many, or most, of the organization election, bargaining rights and procedures, afforded the private sector employees under the national labor relations act. The outstanding difference between what we have in the private sector, under the National Labor Relations Act, and what we have in the states mentioned above (which have relatively comprehensive legislation for public employees) is the prohibition of the strike in substitution of the fact-finding and mediation in the event of impasse.

Rhode Island, I think, deserves some special mention. The legislation in Rhode Island that provides for organization and bargaining by teachers in that state was inacted in 1966. Its significant and completely unique feature is the provision for binding arbitration of unsettled negotiation disputes not involving the expenditure of money. It's the only state statute of its kind in this country.

We do have binding arbitrations. School boards and teacher organizations must submit at the request of any party any unresolved disputes to arbitration which will be binding. The results will be binding on both parties, if those disputes do not involve the expenditure of money.

I would imagine a number of you have heard about the legislation in Connecticut. Their negotiation statutes provides that administrators and teachers can vote separately in an election to determine whether they will bargain in a single unit or be represented separately. In affect, either group has a veto over being joined with the other group, or being a single bargaining unit. For the most part, the elections being held in Connecticut (with some notable exceptions) have opted for the all inclusive unit under the impact of the grievance procedure, and the necessity of bargaining a common salaries schedule.

Let me talk a bit about the strike. Although we have a tremendous variety of approaches, legislative statutory approaches bargaining between public employers organizations and public employee organizations (within the public employment) as moving pretty much along the private sector line. This is one place where the differences between bargaining in the public sector and bargaining in the private sector dictate a different approach. There is a conspicuous difference of right to strike between these two sectors.

The legislature and judicial position on the question of strikes of public employees (including the school teachers) traditionally has been quite clear. Both the Federal government and the states, through laws and virtually unanimous court decisions, prohibit strikes by public employees. The outlook would seem to be that this was going to remain the situation for some time, despite some support for the position that certain categories of public employees (those serving so-called non-essential areas) should be allowed to strike under certain circumstances.

The related problems of effective public service strike prohibition and the fashioning of strike alternatives for the equitable settlement of bargaining impasses, remains the crucial unresolved issue relating to bargaining in the schools and in public employment. First, if it is decided that it is a wise public policy to attempt to prohibit or outlaw strikes in the public sector, can such strikes be effectively prohibited without exposing the impudence of a democracy? Secondly, if we are going to outlaw strikes in public employment can collective bargaining without the motive power to strike be made to work?

There has been much discussion relating the strike prevention and the utilization of the strike alternative to make bargaining meaningful in the schools and elsewherein the public service. (What we might style as the "traditional position", is that position embraced by governors' commissions in Illinois, New York and New Jersey.) The grant strike power in public employment is inappropriate and the fact-finding in various forms of binding and nonbinding arbitration must be substituted for the strike.

The argument advanced in affect, is that most governmental operations, including schools, have been established by the public as monopolies which provide products and services for which there are seldom close, readily available substitutes. Still viable and still powerful sanctions of the competitive market in the private sector are not operative in the public sector. It is argued that they are to provide a measure of discipline to the behavior of the parties by bargaining with the guarantee that the resulting bargaining deal between the public employer and the public employee. Organization will not be all together at someone elses expense.

It is hypothesized that if the strike right is granted in public employment, then the large and strong organizations will benefit at the expense of the unorganized employees, small and unimportant organizations and possibly at the expense of the public at large. It is also noted that the public will not allow itself to be inconvienced by a grant of power to strike against monopolies and that it itself has established the provision of relatively essential services.

Those offering alternatives to total strike prohibition have suggested, for instance, that strikes might be allowed only if a public employer rejects the recommendation of the fact-finder. This is one alternative that is receiving quite a bit of discussion currently. It has been suggested that the solution may lie in fact-finding coupled with show-cause hearings in the event of rejection of the fact-finders recommendations. It has also been suggested that there be the lodging of some discretionary power in the courts who will decide whether to grant an injunction or not grant an injunction against the strike, if one is sought by the public employer.

A couple of courts, particularly the Michigan Supreme Court, have raised some doubts recently on a number of scores in regard to strike prohibition in public employment. The Michigan Supreme Court has raised the question about whether the legislature has any right to order a court of equity to do anything at all. It questioned the right of the court to grant automatic injunctions in public employment strike disputes (in a decision which is relatively ambiguous) or refusing a permanent injunction in a school district strike. In the State of Michigan, the Michigan Supreme Court recently ruled that a mere showing that a strike had taken place in the school (that the school had not opened as a result of a strike) was insufficient as the basis for the granting of an injunction.

There are some straws in the wind in the other direction from what I have defined as the "traditional position" (which was in regard to the outlawing of the strikes of public employment). I don't look for a much different legislative approach to the question than the one we have had traditionally in this country to date. I think that the statutes that have passed in the past will, for the most part, continue to attempt, whether in a sophisticated manner or not) to outlaw public employee strikes.

We have one governor's commission now in the State of Pennsylvania, which was empowered by the governor to make recommendations to him and to the legislature on legislation for public employee bargaining. It was the first such governor's commission. Just recently, it has come out in favor of a limited right to strike for a public employee. So you put this together with the Michigan decision and you have added a couple of other straws in the wind. You may find this "traditional position" is weakening somewhat.

I want to say a word or two about the difference in treatment between the private sector bargaining relationship and the public sector bargaining relationship. What I have to say has to do with the compulsory union membership or organizational security clauses in public employment.

Traditionally, (with one or two exceptions) the union security clauses in public employment are contrary to public policy. Most of the statutes that have been passed in this field have outlawed the signing of union security agreements in public employment. I'm talking about a clause in the agreement between the employer and the employee organization that demands the employees in the negotiating unit to become the members of the organization within "X" number of days or they will find their employment terminated. We're quite familiar with this, of course, in the private sector who have union security agreements. In most of our labor agreements in the United States (with the exception of those signed in the so-called "right-to-work-law states") most union security agreements are prohibited.

The association affiliates (not the AFT) have been signing, what we call in the private sector, "agency shop agreements", in the state of Michigan. An agency shop agreement is a milder form of union security than the union security clause. Agency shop agreements simply provedes that the employee (teacher in this instance if its a school district) has to pay a sum equal to the dues of the organization to support the organization's activites as bargaining agent. The employee must do this if he or she wishes to remain employed in the district.

To the best of my knowledge, the executive board of the American Federation of Teachers has not yet been persuaded that it should come out for compulsory union membership in public employment. This information is true up to six or eight weeks ago, but it may have changed since then. It may change at the convention, but it hasn't yet. I gather, from what I have been able to observe, that the American Federation of Teachers is having something of a ball in Michigan. The association has taken what is more obviously a union position with respect to compulsory membership. Without even blushing they're signing and attempting rigorously, now, to enforce theseshop clauses.

I understand the AFT is rather amused at the fact that the NEA State Association Affiliation of Michigan has found it possible to take this position without any embarrassment, but are rather enjoying their vigorous position at the moment as being opposed to compulsory organization membership. This action is being tested in the courts in Michigan. I notice that we have a very recent decision which doesn't resolve the issue, one way or another. Some of you may see it in your recent issues of your government employee relations report.

The big question is what is going to be the interaction between compulsory organization membership clauses--or even agency shop clauses--and the tenure act? What happens when the two collide? To get a teacher to refuse to pay organizational dues when she has got tenure in the system, can she be discharged for just cause under the tenure act?

The association attorneys in Michigan are hoping that the tenure board in Michigan will rule that a failure to pay agency shop dues will be held as just cause for discharge under the tenure act. This is a major issue. I don't know when, or if, it will ever hit some of these western states. An issue which has largely been resolved in the private sector, we have it with us now in a big way in public employment and in school districts in the middle west and in the east. There are some problems. We respect the union security, public employments and theoretical objections that don't bite necessarily hard in the private sector. I'm not going to take the time to discuss those with you at the moment.

Last night you will recall I said that our researches had indicated that there is nothing very revolutionary about the findings. Where bargaining and negotiation had taken place in the United States in local school districts teachers had realized at least a short run economic gain of considerable magnitude--in excess of what would have been forthcoming in the absence of elective pressure. As a number of you noted, I was careful to define these gains as "short runs". I responded in the question period by indicating that I had meant to make a distinction between the "short run", on the one hand, and what might possibly take place in the long run.

You will remember, I noted last night that we found in the district studied, an increase in the absolute and relative size of the total amount of resources allocated for teacher compensation. Not only do teachers get raises each year, but as a total proportion of the school budget, the amount of money allocated to teacher welfare salaries and fringe benefits was increasing. Along with that, the changes in the structure in the salary schedule were being done at the top of the master's column. I also indicated that the rate of gain in salaries may well diminish in the foreseeable future under the impact of collective bargaining.

Let me give you a few reasons why the salaries will diminish. First, we have a never increasing number of public employees who are bargaining outside of education on the municipal and state levels. I think that the pressure is generated by these employees. Over the next couple of years, at city hall and in the state legislatures, their "fair share" of the tax dollar will probably force these public officials (who are responsible for overall governmental budget, decision-making, and planning) to place the needs of the educational enterprise into some perspective. They must resist--in a greater degree than has been the case in recent years--insistent pressure of teachers and their organizations for very large salary increases.

Secondly, there is no hard evidence that the exercise of teacher policy has changed the basic attitude of the tax-paying public as to the appropriate levels of total community support for the educational enterprise. There is some evidence, however, that tax-payer and legislative resistence may mount in the face of the board, and in the face of teacher demands for ever larger school budgets--continually increasing as a proportion of total state and local government expenditures. There are, too, the opportunities which can often be grasped, initially, as a result of bargaining pressure in school districts.

The reallocation within the school budget, to increase the economic gain of teachers to higher salaries and fringe benefits, tends to diminish the succeeding negotiations. There is only so much slack in the school district budget. If the teacher organization is on the ball, part of this increase is in the first couple of years and comes from what the teachers will define as "slack in that budget".

However, the opportunities for finding slack in the budget--this is a very obvious point--tend to diminish in succeeding negotiations as boards of education and the public at large learn to live with it. Perhaps we're hearing talks of this kind now. I think it makes sense because it's going to happen, or at least attempts are going to be made. Boards, occasionally, attempt to break the teachers' strike.

As counter balances to teacher power begins to develop, in the form of power exercised by other employee groups and government, and in the form of local voter and legislative resistence, will the impact of the new teacher militancy be flaunted? Will it be countered? Will it be absorbed without the need for state government to take control? Or will the choas, in the triumph of the strong, relatively large, essential public service groups over the weak, force the states to counter the effectiveness of these employee groups to arrogate unto itself, centrally much significant decision-making power?

Assuming that teachers and other groups of public employees continue to strike--and to strike successfully--the state may well find it desirable and necessary to centralize decision-making on salaries and other important aspects of the employment relationships. If, for instance, very large school districts in the state are able to strike successfully--at the expense of the smaller districts in the state--and if large powerful organizations of public employees (working in relatively essential services, in or out of education) are able, through the exercise of strike power to starve the less vital and less visible functions of government, then state legislatures may have to directly assume the role of bargaining agent on the employers' side.

If it is declared, as a matter of public policy, not to prevent public employee strikes, or at least adequately control strike activity in budget making, other aspects of the conduct of the governmental enterprise may result as vital governmental decision-making force.

The evidence of this point is from the big-city school district that is engaged in bargaining means. Their relationships to their state legislatures are anything but stable. In one of our large cities, for example, the first round of negotiations forced an increase in the state aid formula. The second time around the legislature is indicating that it may refuse to provide more funds to "bail out" the board of education's salary deal, which forced the board into a debt position.

This kind of pattern is what we are seeing repeated in a number of our large cities. The threatened strike, if it ensues, will clearly be against the legislature--not the school board.

In another major city, the first significant round of negotiations actually resulted in bargaining at the eleventh hour with the legislature. Money was traded off by the legislature for a promise that other concessions would be made by the employee organization. In the second round of negotiations, the governor and the legislature adamantly refused to take action. The district permitted itself to go deeply into the red to underwrite a rather impressive salary schedule agreement.

In a number of instances, there is no conflict of interest in these situations between the school board--which wants more money than the state legislature does, for the schools--and the teacher organization--which wants more money for the schools, the teachers' salaries, fringe benefits, and all of the other needs of the school system. What I'm saying is that this kind of pressure which is generated by school boards with a big assist from the teacher organization, who are putting pressure on the community through threat of strike or actual strike, etc., may force the state to take a much larger role than it had before, with regard to the financing of the local school districts.

I think, looking down the road, this may lead ultimately to state-wide legislative salary schedule, or at the very least, a revamping of our state aid formulas and the assumptions underlining the use of state aid in financing public schools in this country.

Chapter 11

MORE EFFECTIVE SCHOOLS

by

Mary Ellen Riordan

I find it extremely difficult to confine myself to my topic. The topic of this entire week is one that has been very close to me for some time now. As you heard, I couldn't restrain myself at one point from breaking in on Dr. Wildman's comments. Looking at the program I can hardly bear to know that I have to go back on a 12:20 plane to Detroit simply because of the consequences of the negotiations. We simply have to live up to our contract, police our contract, and keep at it twelve months a year. Our concern as a teachers' union really fits around the theme that was on a good many of the picket signs that we carried: "Teachers want what children need." This sums it up beautifully.

You mentioned our beginning salary. It includes an $850 across-the-board increase this September. We had an $850 across-the-board increase last September also. Last year was the first time in a number of years that a beginning teacher with a Bachelors Degree earned more in one year than the high school drop-out on the Ford Motor production line. Our aim, purely and simply, in getting the across-the-board increase was to see to it that our beginning salaries were such that the Board of Education could make a choice among the teachers applying so that our youngsters would have the best. That is important, not just in term of the youngsters, but with teachers dealings with one another. If you have ever taught next door to, above, or below, or the year after, a teacher who is not very good, you know exactly what I am talking about.

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We won a lot of other things in our contract, by the way. Our daily substitute rate is $5.50 a day more for the fully certificated teacher who will go anywhere in the city where he is needed at least three days a week. Our rates are not bad. They range from $31.50 to $34.50 a day (for the teacher who is fussy about where he goes or how often he will work) up to $36.92 to $40.00 a day for the substitute who will go wherever he is needed. It has made a difference in the quality of the substitute service we get.

My topic for today is "More Effective Schools". I sincerely hope that someday, someone will come up with a better name because MES doesn't look good. It really doesn't look any better when you do what we have done in Detroit. We call it the Neighborhood Education Center and NEC is not any better than MES. Maybe some day we will all have a better acronym.

The More Effective School label came about very simply because the teachers union insisted upon calling the program "Effective Schools". The Superintendent had 25 kinds of a fit as you can understand because of the implications that the other schools were not effective. Of course they were not! The ghetto schools have not been effective. But to admit it right in public, with a label was just more than that superintendent could bear. Thus, the name More Effective Schools.

The More Effective Schools program was developed in New York City in a cooperative effort among three groups: The United Federation of Teachers, which is the AFT local: the New York City Board of Education Administration; and the Council of Supervisory Associations. Those three groups worked together and came out with a program that outlines More Effective Schools. The program was printed and distributed in May of 1964. I have one of the few remaining copies of that original program where the philosophy is outlined and the aim, intent, goal, directions, and tools are listed very clearly and directly. There was a big fight after the report came out about whether or not having helped to come up with the report, the Board of Education would be willing to go along with it. (In the course of this discussion, by the way, when I speak of the Board of Education in New York City, I am really referring to the Board of Education and the top administration of the schools.)

When the program was outlined it was pretty expensive, and money is the scarcest of scarce commodities in the school business these years. The Board of Education began to want to back out. But eventually when the 15th of August came around they said, "Yes, we will go ahead with it and the program will begin in September of 1964, with ten schools." As I outline the program itself, you will understand how impossible it was to decide on the 15th of August that the program would be effective the 9th of September and have it begin.

Actually, it took most of that first year 1964-65, to get the program established in those ten schools. The following September the Board announced at the last minute that the program would be extended to 11 more schools and that the original ten would be continued. In other words, at the end of the first year, the teachers, the administrators, and others who were involved in the program were told, "Well, we've had a year of it. It doesn't look like we will be able to continue it, so plan on going back to the regular program next year." Except they didn't. And if you have a notion of how difficult it is to approximately double the staff in a school, undouble it, and then redouble it, you have some notion of what was going on in a period of extreme teacher shortage, such as this is in all of our very large cities. The same thing occurred again in September of 1967, when the United Federation of Teachers was on strike, clearly on strike by the way under the law.

(In Detroit last September, since we had not agreed on when school was to start, we simply didn't start school. Technically, under the law, there is a difference, although in effect there is no difference.) In New York City last September, with everything else agreed to, teachers stayed out of school for MES without pay, knowing they would get no pay. With the Board of Education, all of the Administration and an awful lot of other people in dead opposition, they stayed out in order to maintain the More Effective School program and to expand it.

The Board of Education, by the way, has really opposed the More Effective School program from the beginning although reluctantly agreeing to pay for it.

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When the program was first established in September of 1964 and got started, a rather interesting thing happened. The superintendent got fired. Since MES was the program that Superintendent Calvin Gross had agreed to, immediately there was a very shaky feeling among other administrators about what kind of support they should give to the program. This was part of what the superintendent got fired about and so you can understand the difficulty.

Under Dr. Bernard Donovan, the next New York Superintendent, there has been a continuation of this same kind of warfare with the Board of Education and the Administration fighting the MES program. The end results are very clear. In schools where the local administration is dishonestly fighting the program, the gain to the children in the program is not particularly outstanding. In two schools, results are not even good at all. In schools where the local administration will either take an indifferent attitude or a positive attitude, (and I am particularly speaking here of the principal) the schools have made an unbelievable change -- a change whereby ghetto youngsters actually are meeting national norms. It is the only program in the entire country where ghetto children, poor children, are actually meeting national norms on standardized achievement tests.

To succeed takes strong cooperation from the assistant principals and from the teachers. The principal can be sort of indifferent or positive, but if he is against the program, it will not work.

The Union managed to fight the upper levels of administration successfully in coming through with the MES program, but when the opposition gets too far down in the system the program loses.

Now the More Effective Schools has become, since 1964 a National American Federation of Teachers Program, a very well-known-among-AFT'ers program, aimed at providing that all youngesters can learn. I requested sent here two pieces of literature that will be distributed to this group. One, called Design for an Effective School Program, outlines the program pretty thoroughly and I think you will find it of interest. The other, New Look at More Effective Schools in Light of the Coleman Racial Isolation Report, is just a little leaflet that gives you some notion of some of the results that have occurred under this program in areas where nothing good had been happening up until that point. Those of you who have

Parents' Magazine might go back to the September of 1967 issue, to an article called "New Hope for City Schools." It gives a rather interesting discussion of MES. I will leave three or four copies of this pamphlet Debunking the Myths about More Effective Schools with the director so that you will be able to refer to them if you wish. The More Effective Schools Program has been rather widely written up, and I will talk about that a little later.

About the program itself: First of all, there are some basic assumptions about children. Number one is the assumption that all children can learn, that is, they have the potential to learn. Granted, we have mentally retarded youngsters and physically handicapped youngsters and there are some particular problems that go with them. We also have socially maladjusted youngsters. Granted that these problems exist, they exist whether the youngster comes from a wealthy background, a middle income background, or a economically poor background. However that all children can learn is basic assumption number one.

Assumption number two: (I shouldn't call this one an assumption because it is just plain fact.) Poor children in slum areas fall behind. In every congested urban area in the United States--north, south, east, west, mid-west, mid-east, mid-anywhere, in every single district with poor children, they are falling behind in school work. (Poor children in rural areas fall behind also, by the way.) It doesn't matter whether the children are black, Indian, Mexican-Americans or Appalachian whites. Poor children in congested areas fall behind.

The third basic assumption apparently is proving out in the MES program. Every child has a right to a dependent relationship with a concerned adult. If you deprive the child of that dependent relationship, the child will develop, yes, but nowhere near the potential that he has. Piaget has quite a bit to say about this, and I find his writings on the subject very intesting. He insists, for instance, that the child who is forced to grow up, will grow up and manage, but he will never have developed the capabilities that he could have developed had he been able to take those steps of development at his own pace instead of being forced through them.

Finally: There is no single school program anywhere that has resulted in poor city children learning except the More Effective Schools. No program of compensatory education has really worked to date.

Now let me talk a little bit about the basics of the More Effective Schools Program. First of all, we believe varied ethnic groups ought to develop together. In other words, there was an attempt to make integration one of the bases on which the program started. Ours is a multi-racial, multi-ethnic country and we believe that our schools ought to reflect that rather than reflecting segregation.

Second item: In a More Effective Schools Program, all of the elements of sound education ought to be present, not just some of them. Those of you who are superintendents or board members are very well aware of the fact that this year you really work at perhaps reducing class size. Next year you really work at a remedial reading program, and class size gets lost; and the following year you really work at something else and the other two things get lost. The More Effective Schools Program is based on the idea that all of the elements of sound education ought to be present if the children are to have a chance. Look at our wealthy suburbs and you will find all of the elements present. Why should not our poor children have an equal opportunity at education?

The next basic in the program (and this is just as important as the others) calls for democratic participation of the staff. That means active participation, not simply teachers sitting at a meeting and being told what comes next. Rather, the teachers are directly and actively involved in planning what ought to come next, working out those plans, and then applying them.

Finally, More Effective Schools calls for genuine cooperation of parents and community. Genuine cooperation doesn't mean you come in once a month for tea and cookies. It means you come in and talk over the school program. It means that you come in and visit your youngster's classroom. It means that you come in and talk about whether or not the youngsters ought to be having foreign language in the grades and whether or not there ought to be more emphasis on vocational education at the junior and senior high school level. You talk directly to the teachers about what John is doing now and what you, as his parents, can do about John at home that will see to it that John is making better progress.

How about the staff? Let's look at some determinations about the More Effective School's staff that are very much to the point.

Number one, the teachers themselves must be enthusiastic and able. If the teachers are not enthusiastic, the program sort of fizzles as it does in any classroom. When you walk into a classroom and take a look at the teacher, you can see what kind of enthusiasm is generated -- if the teacher couldn't care less, neither could the kids.

The More Effective Schools program also included the opportunity to take a college course every semester for credit, with tuition paid by the board of education, the idea being constant growth, or professional growth on the part of the staff.

The More Effective Schools program also called for a daily preparation period for each teacher and relief from non-teaching chores. Since this program is geared essentially at the elementary schools and pre-schools, it has much more meaning--this business of the daily prep period and the "no chores"--than if it were geared specifically at junior or senior high schools where, particularly in high schools, the teachers have taken for granted that they would have a daily prep period for these many years. (Such organizations as the North Central Accrediting Association and its equivalent in other parts of the country have helped assure prep time for high schools.)

The hiring of aids or para-professionals was a requirement because, after all, someone does have to handle non-teaching chores--they do need to be done. A school-community relations person was also to be hired--someone whose entire job is to go out into the community and help to have that community and the school relate to one another in an active fashion and to work with the Parent Teacher Association, or whatever other parent organization was in operation.

Now, as far as the school plant was concerned, the usual basis was that enough classrooms were to be provided somehow so that the children wouldn't be "jammed" into them. This was handled in a number of ways: using store fronts, using churches, using transportable mobile units, etc. and it worked! In Detroit, for instance, we are leasing quite a number of mobile units that will be placed on the play grounds of the schools that have an unusually large site in order to provide enough classroom space. By the way, we are leasing them because it is cheaper. After you have leased them for about five years, they belong to the school district. Another reason for leasing is because it is permitted under Federal ESEA (the Elementary and Secondary Education Act), which as you all know does not allow you to construct buildings. However, it does let you lease or rent necessary space.

Why don't we talk a little bit about the pupils and the curriculum? I mentioned the goal of integration. In a number of city schools that goal is one of those far away kinds of things that may never be accomplished. For instance, in Detroit right now, about 57 per cent of our student body is black. It is a little difficult to integrate with that kind of proportion to start with. Integrating, however, is one of the goals.

Another goal was to get three and four year old children into school. In other words, to set up a pre-school program, a good, strong, active program whereby these yountsters, who, because of home conditions, parents working, broken homes, poor educational backgrounds that relate to economics would have a chance to better themselves--in other words would have a chance to develop as they might in a middle class or wealthy home. A number of our educational philosophers insist that a youngster will develop by the time he reaches age five, at least half of the potential that he will ever develop because that early period is the rapid growing age, and that is the period in which he is either going to make it or where his chances of making it are for practical purposes lost. If the young child has not begun development of all his potential, or at least more than half of it, his likelihood of achieving his potential will be disastrously limited.

This program (for three and four year olds) as it was set up, called for a day long--from 8 a.m. to 6 p.m.--year around program for the youngsters. Part of it was to be in the school, and part of it to be related activities centered around the school building, so that youngsters whose parents were working didn't have to be "key children"--i.e. children who have to wear a key around their necks and when school is over go home and let themselves into the home to eat a meal of potato chips and pop or whatever else happens to be around, or to get into trouble, or to simply be bored into delinquency.

The More Effective Schools program calls for classes with a maximum size of 15 children in the pre-school to kindergarten age, and a maximum of 22 youngsters in the first grade through the sixth. It calls for hetrogeneous grouping. These deliberate hetrogeneous groupings, by the way, have proven very successful. They actually did work better than previously used homogeneous programs. The More Effective Schools program also calls for flexible scheduling. Flexible scheduling means that the schedule is aimed at what the youngster needs to do, and not aimed at whose room and which teacher is available at what time.

The next item that is an essential is the willingness to be experimental in approach, to take advantage of all the variations of team teaching, of non-grading class levels, of techniques of television or computerization, or anything else that gives promise of helping; but also the willingness to pitch an experiment out the window, but quick, if it is not doing the job.

The program calls for a close relationship with universities and colleges. This relationship is aimed at two things: educating the universities and colleges, as well as having these institutes help educate the teachers. (Many of the colleges of education could stand some education on how to teach urban children as you know!).

Next, let's take up supportive services. The term supportive services refers to such things as doctors and dentists for youngsters who have never had any kind of medical or dental care, or had any opportunity for it. If you have ever taught a youngster whose level of energy is very low because of malnutrition, you have some notion of what it is like. In fact, try to think instead of your own youngster's behavior just before dinnertime when he was up late the night before. Try to picture teaching him how to read at that point and you have some notion of what teachers in the ghettos are up against day after day.

In addition to the medical--the physical supportive services--are the services that will help out in emotional problems and social problems. These were to be scheduled through a teacher guidance and medical team attached to each school. The team actually was set up in such fashion that youngsters who needed the help could get it and could get it this month, not possibly six years from Tuesday.

Then, we have the problem of appropriate supplies in adequate amounts. If you have ever faced a class with not enough books to go around, half the youngsters or more without pencils or paper, perhaps twenty-five desks and thirty-seven children, or a few other such situations, then you have some notion of what many of our ghetto schools have been up against for a long time. The More Effective Schools program called for adequate supplies and equipment--adequate to the needs and to the situation. It finally called for teacher specialists such as music, art, speech, physical education teachers to be supplied according to the particular needs of the school. These specialists could be ordered by the principal, as the program in that school called for.

And the final thing of all was the very real attempt to counter mobility. Have any of you had a class register that started out in September with perhaps 35 youngsters and ended in June with approximately 35 youngsters, but with the addition and subtraction of as one hundred and thirty-five names between September and June? Until you have faced that problem, you have no notion of what it is like to face a really mobile class--a transient population.

If you can picture trying to teach a program of reading to youngsters who are here today and gone tomorrow, you have some notion of why the attempt to reduce mobility was so desperately important. More Effective Schools did it, for instance, by forgetting boundary lines for the youngsters who were in the MES. Ignoring some of the other things that normally would move the child from this school to that school and back again, helped this program achieve its end. If the child was in the MES and then went south for a while, then came back again, they tried to put him back in the MES--the same school. And this sort of thing helped.

Now a summary of what this program did with its basic assumptions. It was all geared around a cluster approach of teaching--4 teachers, 3 classrooms, and 66 children. This was the basic concept. The four teachers worked out a program of teaching those sixty-six children, and ordinarily there were twenty-two children in each of the classrooms. There was always the possibility of increasing or decreasing the number, according to the particular lesson planned. A good share of the time there were two teachers in one single room, with twenty-two children or fewer, trying to get the youngsters across the hump, or off a plateau, and into the upward movement again of learning. And this works.

For these clusters--for every three clusters or four clusters in some instances--there was a curricular leader--someone with the status and pay of assistant principal--whose primary job was to work with the curriculum development in specific classes. This person was not the traditional paper shuffler that an assistant principal is forced into being in so many places, but could actually work as a curriculum developer and leader, could get into the classroom to demonstrate working with the teacher, or could take some of those children into a corner and actually teach them so that the children could move ahead. His job was to center the attention on the youngsters and their curriculum and their development, not on a particular room and a teacher and a subject.

And finally in summary supportive services were included plus additional training for the teacher, plus community involvement as an essential.

And that is the sum total: the cluster approach (with the four teachers, three classrooms, sixty-six youngsters), the curricular leadership, the supportive services, the additional training for the professional staff, the para-professional staff, and the community involvement.

When I say it works, I mean it--it really does work. Children do learn. The children in one of the schools, for instance, in the heart of the ghetto in New York, where never in the history of the school has the school been on national norms, this September the school was on national norms on standardized tests. This has never happened before.

So children can learn.

Community support is essential. The only reason there are More Effective Schools in New York City is because the union and the parents in cooperation forced the Board of Education to continue a program that they both knew--that they all three knew-- (the Board was not willing to say it out loud), produced results.

There are such programs going on in New York City right now. There is a program going on in Baltimore. (In Baltimore they call the program the Model School and not the More Effective School. MS sounds better than MES.) New Haven has a program scheduled to start this September. By the way, the New Haven teachers were out on strike in order to establish that program. With my fingers crossed, I will say that I hope there will be a program in Washington, D.C. along this same order. The Washington Teachers Union was working very hard on it and I have not caught up on the latest news. The Philadelphia Federation has been working on it. Los Angeles has been working on it, and a number of other places have been working to establish an MES program.

In Detroit, we will actually have four schools starting in September, three weeks from now. Our four schools in Detroit, by the way, are able to operate because of Title I and Title III money under ESEA, the Economic Opportunity Act, model cities, and I don't know what all else involved. I can talk more about it if you are actually interested. The Neighborhood Education Center title for our Detroit program comes from the broad community involvement, and the involvement of such a broad spectrum of federal and state services to make the program effective.

Let's look at the cost and evaluation. The cost, unhappily, is just about double the cost of City education in other forms. City education is more expensive, generally speaking, because the salaries of people in the city are higher than the salaries of people in rural areas. At the same time, cities are able because of various efficiencies to operate schools at less money. The end result is--well, you can look at the statistics and then decide what it is.

But this More Effective Schools Program is about double the cost of a regular school program. However, from all we can see to date, the youngsters who come out of this program are going to be productive citizens and not welfare cases, and not jail inmates when they get through. The end result is certainly worth it. The cost is approximately the cost of the suburban youngster's education in our wealthier suburbs.

Now, let us look at the evaluation of this program. The More Effective Schools Program has been hotly debated. Perhaps you have read about it in Phi Delta Kappan or you may have read about it in some other places, including Saturday Review, or some other journals. It is a very, very hotly disputed program for a number of reasons.

As any of you who have ever been deeply involved in statistics can tell, when you get all of the statistics--all of the data--in front of you, it is possible to draw quite a number of conclusions from the same data, depending upon your own particular direction of thinking. This has been done with MES.

This particular pamphlet, Debunking the Myths About the More Effective Schools, outlines some of the findings by the Center for Urban Education in New York City. This pamphlet comes to the conclusion that the More Effective Schools are indeed good, helpful and that children do learn. The Center for Urban Education Review came up with a question mark from the same data. The Board of Education in New York City has found that More Effective Schools work, except the Board doesn't like to report that they think it works, and they are very careful about how they report it.

In Detroit, by the way, we have a situation very different from New York City, and I hope our schools in this program will show up better because of it. In New York, the board and the administration--the top administration--are fighting the program. In Detroit, the superintendent has put his educational reputation on the line, so to speak, along with ours as the Union in a cooperative effort to put these schools in operation and prove indeed that all children can learn.

The goals of our program--on which all of our reputations depend--are: Number One that the children will reach national norms (we hope) in three years; and Number Two that there will be substantial improvement, whether the children reach the national norms or not. If that is the case, the youngsters will be reading on the grade level (on the bell curve, of course) when they are in the first grade, or second grade, or sixth grade or whatever, instead of being six months behind when they start out--or a year behind or two years behind or three years behind--and by the time they get out of the sixth grade they are lucky if they are able to read at third or fourth grade level.

In New York City, twelve of the schools have made such outstanding progress that it is unbelievable! Seven of them have been pretty good, and of the seven that have been "pretty good" some of them are in areas where they might have been "pretty good" anyway. By this, I mean the More Effective Schools in New York City were not all in the ghetto. In Detroit they are. As I mentioned earlier there are two New York schools where there had been much administrative opposition and they have not done very well.

To me, the telling conclusion on the More Effective Schools came in the response of faculty and the administration who were actually working in More Effective Schools to the question, "Would you like to enroll your own children in this program?" Now keep in mind we are talking about the schools in the ghetto particularly. And 65 per cent of the faculty and administration said a very enthusiastic "Yes, they would enroll their children in that program in the heart of the ghetto." To me that is proof positive beyond any question of the success of More Effective Schools.

Chapter 12

THE POLITICS OF STATE NEGOTIATIONS LEGISLATION

by

Dr. Wally Johnson

When Dr. Shreeve first invited me to participate in this institute, he indicated that I was going to participate on a panel as a lobbyist for the Washington Education Association. Frankly, that term frightens me just a little bit. The public seems to hold a rather negative attitude, or image, of lobbyists in general. If any of you are here today from California, some of you might be aware that in California the legislature has enacted a statute which makes it a felony to be convicted of being a lobbyist or conducting lobbying activities. Consequently, in California they don't have any lobbyists, they have legislative advocates. Eric Taylor, from Toronto, Canada, a very good negotiator, has a term he uses. He says that "If it looks like a duck, waddles like a duck and quacks like a duck, it is probably a duck." I suspect those "legislative advocates" in California are really ducks.

I am going to have to confess to you that in speaking on the topic of the politics of state negotiation legislation today, my experience is limited entirely to the State of Washington. I have never worked for any other state legislature for any length of time. I cannot speak as an academic expert, because I am not a political scientist.

I have only worked with the Washington State Legislature, and sometimes with the Congress, but I do suspect that most state legislatures have a number of things in common. They are all composed of men and women who attain their office through the popular election process. If they want to stay in office, and most of them do, they have to be re-elected periodically. This is the great common denominator of all legislators. Regardless of the district, the county, the region, or the state they represent -- or

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purport to represent -- they have to be put in office by the electors back home.

Passing a Professional Negotiations Act in Washington State, in our legislature, was not significantly different than passing any other piece of controversial legislation. All of the same elements were present. In 1965, when we proposed this act, there was one organization that wanted to pass the bill very badly -- the Washington Education Association. There were several organizations that opposed our bill. There were a number of legislators who thought the bill was very desirable and wanted it passed, and there were others who were violently opposed to it. But these elements all exist, as I said before, on almost all controversial pieces of legislation, not just school issues.

Maybe at this point I ought to attempt to give you a step-by-step account of how the Washington Negotiation Law was enacted. I will try to give you as much of the truth and the political intrigue as I can, without divulging too many trade secrets, or the names of the legislators who were involved. I don't think the teachers would go home and vote against them, but somebody else in the audience might.

First of all, let me say that prior to the 1965 legislative session, no state in the nation had a Negotiation Law -- a law that granted public school employees power to negotiate with their school boards. Believe me, it is always more difficult to plow new ground with the legislature. If you can point to some other state or some other group that has legislation, and say "We want the same thing -- we want equal treatment," then your job is a heck of a lot easier than if you say, "We want to be first in the nation, and we want to lead the way."

There were two factors, though, that were working in our favor in that 1965 session. The first factor was the executive order, that was issued by John F. Kennedy, granting to various federal employees the right of collective bargaining. We didn't use it in our testimony before the legislature -- we didn't have to. Every legislator knew that the executive order was passed. They knew that some public employees already had been granted the right of meeting, conferring and negotiating with their boards, whatever kind of board they might have.

The second factor working in favor of the professional Negotiation Act in this state was the fact that a number of school districts in Washington had already, informally, at the local level, adopted agreements. These agreements weren't mandated by the legislature, nor did they have the protection of law; but nevertheless, school districts were functioning under what we believe to be the professional negotiation concept.

Those of you who have read the Washington Law, (and I suspect that most of you have in this seminar, by now), can readily see that it doesn't follow the traditional lines of labor-management relations. Neither is our law patterned after the Winton Act of California, nor the Oregon Law. Our law is substantially different. It wasn't even patterned after the National Education Association's model act that they had prior to 1965. In our law, we wanted definitely to have the terms in there -- meet, confer, and more importantly, the term "negotiate." That term is in our law, which many states do not have today.

The Washington Law actually was drafted after we had had a chance to analyze the best school administrative practices we could find. We would be the last to deny that the decisions, (the decisions as to which districts in this state had the best administrative procedures, or the best school board-teacher-administrations relations), were subjective judgments. Certainly they were. We had to make a judgment as to which districts were operating and functioning well. But it doesn't take long to assess the morale of the staff when you go into a school district. It doesn't take long to see the relationship of the pupil-teacher load, of teacher's salaries, of the attitudes of school boards and administrations toward teacher involvement and decision-making. These things aren't too hard to determine when you walk into a school district.

We, then, drafted our law after the very best personnel practices that we could find in this state and in other states. And I might say, that those districts after whom we patterned our law, haven't found it necessary to change their procedures a great deal. Some of them became a bit more formalized, some are using a little more legalistic terminology; but their basic methods of procedure have not altered. I am convinced that those districts that were operating -- that we used as a model prior to writing our law -- still have probably the best morale, the highest teachers' salaries, and the best teaching and learning conditions for boys and girls in the State of Washington.

Let me get back to the politics of the State Negotiations Legislation for just a moment. Allow me to say that we were agle to draw a great deal of help from legislators from the model districts that we used to draft our law. When we explained to those legislators that our bill was designed to make other districts function as well as the school districts within their legislative districts, we saw some chests swell up. We had no difficulty, then, in getting these people to be our allies in supporting the Professional Negotiation Act. After all, everybody wants, if they think they have a good school district, all of the districts to function as well and as effectively as theirs.

Don't let me give the wrong impression. Not everybody in the legislature was in favor of the Professional Negotiations Act -- far from it! After all, we couldn't tell every legislator -- all 148 of them -- we modeled the act after his school district. Even most legislators are smarter than that. Opposition to our bill really came from several quarters. Some of the opposition we naturally expected -- we anticipated it. Some of it came as a bit of a surprise, and some of it came as one hell of a shock to us. We just didn't expect some of the opposition that we did come up with.

We expected that some of the school directors in this state would oppose any legislation that called for a sharing of the decision-making authority. Even though our bill left the final authority -- the final decision-making authority for determination of school policy -- to elective school boards, we did realize that we were demanding that teachers be included in the discussions that lead up to those decisions. We were well aware that our proposal was suggesting that the powers of the school boards really are legislative grants, that are given to school boards, rather than God-given vested rights. Even in spite of that, we were willing to take the chance.

We also anticipated some resistance to this bill from some school superintendents, and they didn't let us down entirely. Quite frankly and very honestly, I would have to say to you, that we did receive a good deal of support from a number of school superintendents in this state that actively supported the Professional Negotiations Act. I see several of them in this audience today. Neither were we greatly surprised when some of our more conservative elements in the legislature began to castigate us for wanting to deviate from the traditional pattern of teacher-board-school administrator relations. After all, this wasn't the way to institutionalize the old "school marm" concept that we have operated under for so many years -- you know the term "collective begging." (On numerous occasions we were asked by legislators, what has happened to the dedicated school teacher, or what has happened to the person who gets her joy from seeing the bright light shine in the child's eyes as the teacher opens new vistas for them -- and we had a few answers for them.)

Let me say, though, we were a bit surprised -- maybe a lot more than a bit surprised -- when we found the American Federation of Labor (the AFL-CIO) trying to block our bill. This may have been a bit of naiveté on our part (and I suppose it was), but we couldn't conceive of an organization which has demanded a voice for its members in all phases of private and public employment, opposed to the public school teachers of this state having the right to choose an organization to represent them before their employers. We thought that this was a little bit of a dichotomy. In fact, in drafting the bill, we specifically tried to avoid such opposition by stating in the bill that an election would be held to determine which organization -- if more than one wanted to be on the ballot -- would represent all the certificated school employees. In other words, we were trying to say -- although we knew that we had the majority or the vast majority of the teacher organizations in the state -- if the union could become strong enough, certainly they could win on the ballot if they had the opportunity.

To set the record straight, let me say that labor's opposition for the 1965's Negotiation Act for Teachers was never overt nor open. Their opposition was skillfully handled behind the scenes. Only the legislators and the lobbyists who were directly involved with this legislation were even aware that this kind of opposition could exist. This, ladies and gentlemen, is where the power of special interest groups pays off in the political struggle.

I think that you might be interested in a story of the politics involved in the passage of the law -- of the internal struggle that did go on. But first, I have to give you a couple of factors that you will have to understand to be able to see the whole picture. First of all, the Washington State Senate in the 1965 session, was controlled by a substantial democratic majority. Organized labor in this state, as we know, has long had a close-working relationship with the State Senate on the Democratic side, particularly. Let me say, that this isn't something to be frowned upon, but rather it is something to be admired. Any lobbyist admires a group that has a close working relationship with a substantial number of legislators. What we are all attempting to do, frankly, is to get the ear of the majority party in each house. In the Senate, labor had the ear of a very large number of Democratic state senators.

The second factor that you have to understand is that the House of Representatives was also controlled by a Democratic majority in 1965. Unlike the Senate, the House was not very responsive to organized labor. As a matter of fact, the Washington Education Association, in my view and the view of many others, was probably the dominant special interest group in the House in the 1965 session. You had two different special interest groups wielding more power in one house than the other.

In the very early days of the session, a basic decision had to be made. We had to decide whether to introduce the Professional Negotiations Act in the House first, where we felt pretty confident that our influence could push the bill through rapidly without too much difficulty, or whether to introduce that bill in the State Senate first, and get the fighting over as fast as we possibly could. We decided, for several reasons which I am not going to give you at the moment, to begin the action in the Senate. That was our first mistake.

We felt confident that the Senator whom we had chosen to introduce the bill would give it the push that was necessary. He was in a key position in the State Senate to put this kind of bill through on the floor. This is a process that usually takes two or three days and sometimes at the most, four days, if things really get complicated. We checked with our Senator friend, and he assured us that all was well -- that the bill-drafting room downstairs was probably awfully busy. He suggested that we take it easy, rest calm, and that everything was going to be fine.

We trusted our Senator friend very implicitly, but it never does any harm to do a little bit of extra checking around. Our double check showed us that our Senator friend was also a good friend of one of the leaders of the United Labor Lobby. When we turned our bill over to our Senator friend, he in turn, turned it over to his Labor friend for him to take a look at it to see what he thought of it. The Labor friend suggested that they hold the bill up for a while, and in fact, "Why don't you just sit on it for the rest of the session; perhaps it might be a good way to handle the bill."

I'll only tell you this part of the story to illustrate a point. In Washington, the Washington Education Association is a powerful group. We do influence a large block of votes in most legislative districts. Labor also influences a large block of votes in most districts -- in some not as many as WEA and some more than WEA does. But the fact is that labor has created for themselves a little advantage, (and this is a strong political advantage). They contribute campaign funds to candidates for legislative offices and that has been the one big significant difference up until this year. Believe me, money is the "mother's milk" of politics -- whatever else is second place is way behind. You know, no matter how good appearing a candidate is, if he hasn't got some money to support his campaign, he won't be elected in the State of Washington. The same thing is true in most states, I am sure.

So the fact of life for us was simply this -- the Senator was our friend and he liked us very much. We could help him win a considerable number of votes in his district. But he was also the friend of another lobbyist who could not only deliver a substantial amount of votes, but could also provide campaign money which would help him win votes outside of his own special interest group block. When the senator weighed the two, one was a little heavier in this case. In this particular situation (and this is true in many political decisions in Olympia and every state capital), the merits or demerits of the Professional Negotiations Act wasn't even considered. This wasn't the consideration at all. It was a decision based on whether, if I introduce it, can WEA help me more or can Labor hurt me more -- and the decision he made was pretty obvious.

To make a long story a little bit shorter we changed our strategy and we introduced the bill on the House side the third week of the session. As we expected, the House action on our bill was rather uneventful. We reached an agreement with the United Labor Lobby and we sat down and talked about compromises -- how can we work together. They wouldn't work against our Negotiation Bill, if we wouldn't work against a bill for collective bargaining for public employees excluding public school teachers. And we made an agreement.

During the several hearings that were held in the House and the various committees, we saw only tacit opposition to the bill that was voiced by a few groups. The Washington State School Directors Association didn't disagree with the basic concept of Negotiations, but they did argue that school boards needed more time to become better acquainted with methods and procedures of negotiations -- and why didn't we wait for another session? We were not in that position.

The State Superintendent's Office testified to the effect that the goals and concepts of Professional Negotiation were in accord with good school administrative theory. In fact, they gave good solid support to our proposal. They did suggest that if the bill was passed and they were to be named in the impasse procedures, that they would need an appropriation to help them meet the expenses of conducting impasse meetings.

Organized labor, somewhat to our surprise, appeared at one hearing to testify in favor of our bill, but they argued that all administrative personnel should be excluded from negotiating procedure. Their support was rather ambivalent.

When the Negotiation Bill reached the floor of the House, for the final passage, it was essentially the same bill that we had introduced some days earlier. There had been a compromise made, (and I don't know whether I have mentioned or not), which deprived the school superintendent of the right to vote in the election to determine which organization would represent all certificated employees. That was the only basic change made on the bill that we had originally written. The vote on the floor of the House was overwhelmingly in favor of the bill. If I recall correctly, I think there were 5 votes in opposition to our negotiations bill out of 99 possible on the floor.

After the bill passed the House, we were again confronted with the problem of the State Senate. The bill was assigned to the Education Committee in the Senate; it was given a hearing there, and substantially the same testimony was presented by all groups. It passed out of the Education Committee and went -- heaven forbid -- where all bills go, to the Senate Rules Committee.

Some of you may be familiar with the Senate Rules Committee in the State of Washington. You attain a seat on the Senate Rules Committee only by seniority. That means that the one big qualification is being old and conservative. It has nine members of the majority party, eight members from the minority party, and the Lieutenant Governor, who acts as President of the Senate, presides as chairman of the committee, and votes to break ties. All the work of the Rules Committee is completely secret.

The work of the Rules Committee is really an interesting phenomenon. For instance, on the Professional Negotiations Act, I personally talked to all eighteen members, including the chairman of the committee, and discussed our bill individually with each one of these fellows. Five turned me down and thirteen said, "Yes, I'll definitely vote for it and bring it out of the Rules Committee." If it doesn't get out of the Rules Committee, it can't be voted on by the Senate. They are the "traffic cop" of the legislature. Well, when you need a simple majority to get a bill out, you'd think thirteen of eighteen would be enough, wouldn't you? It wasn't. When you go back to the thirteen fellows and ask them what happened, they say, "Joe let you down." I guess they count differently than we do.

This didn't happen just once, it happened four or five times in the Senate Rules Committee. With most bills in the legislature, when the power structure of the Senate (that is, the Rules Committee -- the old-timers that make the decisions) refused four or five times to let the bills out of the Rules Committee, you usually consider the bill dead, and give up and start thinking of some new strategy for the next session. In this case, we decided on one more bit of strategy. We asked permission of one of the political parties to address their caucus in the Senate on the bill. Two of our good friends within that Senate caucus were able to gain us entry into the caucus meeting.

It was the first time in five sessions that I have ever been into a Senate Caucus Meeting, and it was a rare privilege. We addressed them; we explained the urgency, the necessity of this bill; and we were able in that caucus meeting to convince every member of the Rules Committee of that party to vote for it, and bring it up the next day. Those votes, combined with the ones we had definitely nailed down from the other political party, brought the bill out on the floor, and it was voted overwhelmingly again in the Senate, and was passed. I don't recall, now, but it seems to me that there were one or two people that voted against the bill in the State Senate. Obviously the bill passed, and the Governor signed the bill.

I would like to make just one more comment. I told you that we made a compromise with organized labor that if they didn't fight our bill in the House, we wouldn't fight their bill on collective bargaining for public employees. It ended up with the Governor signing our bill and not theirs -- so we got ours and they didn't get theirs. It was too bad, really, because the public employees of the state deserved that bill. They did get their bill passed in the last session of 1967.

Chapter 13

THE SCOPE OF NEGOTIATIONS

by

Kai L. Erickson

The topic assigned to me has a breezy beginning, rocky going, and a happy ending which appears to be appropriate for the subject of negotiations. Let me preface my remarks by observing that such questions as "appropriate unit," "management rights," "extent of re-openers," "community of interest," "conditions of employment," and related topics are being answered daily in each state by the appropriate state agencies. Further, that this area is so dynamic and varied in interpretation that keeping current in one's own state is difficult and nationally, I find the task impossible. The formal negotiation laws in education are so recent that little precedence is available and the limited body of jurisprudence in this area is being built each day. Ten or twenty years from now it may be possible to discern the differences and evaluate which state laws and practices appear to have best produced improved personnel relations, a better public school system, and a stronger teaching profession. At the moment, it is only possible to look at what is the present practice and speculate and "opinionate." Now, let us turn to the subject of discussion:

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Who Should Negotiate?

Fourteen states presently have some form of legislative statute regarding intent and mandate that local boards of education and teachers discuss, negotiate, bargain or otherwise communicate for the purpose of reaching better understandings and agreements between the two parties. The states of Maryland, Connecticut, Minnesota, Oregon and Washington appear to refer to all certified school employees except persons appointed by the Governor or elected; Massachusetts includes all school personnel except elected officials; Nebraska states all "certified public employees"; Rhode Island includes all "certified public school teachers"; Texas permits all except "administrators"; Michigan and Wisconsin simply state their labor mediation boards will determine appropriate units of public employees. New York and New Jersey apparently exclude administrators from being part of the teacher bargaining units.

So, on the basis of these fourteen states, eight states appear to permit teachers and administrators to be members of the same bargaining unit, and the other six states separate teachers from principals and other supervisors. Of the eight states which permit teachers and principals to be together in the same negotiating unit, three of these do permit the teachers and principals to be together in the same negotiating unit, three of these do permit the teachers and principals to have separate negotiating units if they so choose. Of the six states which already distinguish between teachers and principals, four (Michigan, Wisconsin, New Jersey and New York) will likely, if they have not already, permit principals to form separate legal negotiating units with full protection of their state law. Quite a situation, isn't it? In three states, apparently even the superintendent can negotiate and be a member of the total staff negotiating unit. In short, this area is in a great state of flux and great controversy exists regarding who should negotiate.

At this point, I must state that it is my observation and belief that in no instance should the superintendent ever be in an educational negotiating unit. This tenet appears so obvious to me, and I hope you, that if pressed to defend my position, I prefer to do so during the question and answer period provided later this afternoon.

Having disposed of the superintendent summarily and with unusual ease, let us now look at the various positions in the school system -- assistant superintendents in charge of personnel, business affairs, curriculum, building and grounds and vocational education. At this point, as a student of school administration, I would offer the premise that these positions are of a cabinet level. That these persons are the superintendent's council of experts upon whom he must rely heavily for expertise, advice and counsel. That they must assist him in budget preparation, long and short range planning for wisest use of available resources and as such are necessarily privy to information which should not be available to members of a negotiating unit. In short, OUT ! No formal bargaining rights for these positions under any circumstances. These persons normally are personally interviewed by the board of education and looked upon, along with the superintendent, as their expert counsel. They have no business formally negotiating with their school board. They are entrepreneurs who are personally selected, likely do not have tenure, and should receive high risk compensation commensurate with their authority and responsibilities.

Moving along we now encounter secondary directors, department directors, building principals, directors of athletics, directors of counseling, directors of elementary programs, and a host of professional personnel with technical knowledge and administrative skills who unquestionably have supervisory responsibilities over large groups of persons. Continuing along we encounter assistant principals, department chairmen, head teachers, head coaches, counselors, researchers, librarians, counsultants, and finally classroom teachers.

If we pursue one theory of management it is necessary to have one supervisor for each five persons. Now we have the delightful discovery that one third of the school staff are workers (teachers) and the balance are managers......

If we narrowly pursue to near-infinity the concept of a "community of interest" we find that all left handed English teachers have a community of interest; that junior high school teachers are different than kindergarten teachers who are different from special education teachers who are different from physics teachers, etc., and we discover that incredibly it is possible to construct 340 perfectly logical bargaining units in a large school system.

The board of education then begins to negotiate with each unit and finds it needs to double its personnel relations staff. Pandemonium reigns during the summer and no one cares to guess what will happen when children come in September because there is no longer room for them! Of course each of the "supervisors" needs a secretary and portable office units are swiftly constructed to handle this bureaucratic monster--the public school...

Back to the question--Who should negotiate? Where should the knife fall and a Solomon decisively state that this group of educators have a community of interest and will not be dominated and controlled by the employing board and its agents? (Who are they?) As we have learned, a number of state legislatures have given a broad back of the hand to the problem or referred it to labor agencies who have operated in business and industry. Is a classroom teacher who teaches all day but designated "athletic director" after school hours and has some supervision responsibilities over five coaches, a teacher or a "manager"? In Michigan a Labor Board official said in answer to this problem, "I don't understand how you can be a little bit pregnant (management) he is a supervisor, of course!" Let's continue to look for a better solution...

Well then, let's attack the problem systematically and examine the job description of each individual professional educator and make an intelligent decision. What? no job description in most school districts of the United States? You mean no one knows what the job, purpose and function is of the other person? For example: "Counselors" have different roles in different districts and even within a district. That's right, ladies and gentlemen--that's the situation in our public schools.

Looks like this approach offers little hope for an easy or early solution to our problem.......

Well, in situations like this let's rely on good, "ole" common sense. Fine--what IS a workable solution? I would submit the solution should be that of as broad as possible a bargaining unit for all educators who work for salaries, who have a common employer and have similar (not exact) training requirements, and who do not directly interview or employ, or directly and effectively supervise and have authority to discipline or dismiss a group of educators. This would create a negotiating unit of all professional school employees below the level of principal. It would include all teachers, librarians, nurses, counselors, department chairmen, "directors" of reading and directors of similar technical programs who are actually not directors of people. In education, because of the increasing specialization of tasks, it is often difficult for the bystander to separate supervisors of programs and supervisors of personnel.

Secondly, all professional persons employed by the district who directly interview or employ or have authority to discipline members of the first bargaining unit, including authority to effectively recommend dismissal, would compose the second negotiating unit. This, of course, still leaves the superintendent and his cabinet of assistant superintendents to represent the board of education's interests in negotiation with either of the groups.

One of the most illuminating hearings I have ever attended relative to this concern occurred in Hillsdale, Michigan where the director of curriculum was testifying regarding her position. The blunt question of her authority to direct a teacher to do a certain thing made her most uncomfortable. She really never understood the questions for several minutes and finally confessed that she had never viewed her job as a boss but instead as a teacher, coordinator and supplier of information. The point is she did not represent management in the traditional sense. She viewed herself as a professional person meeting with colleagues (in several instances they had more formal education than she) to determine the best course of action in a particular curriculum change under consideration and to accept responsibility for implementing the agreed upon change through her administrative function. Old time precedents of "bosses and workers" is incompatible with modern personnel practices among professional employees. Modern personnel administration and the concept of shared decision making makes precedents by the National Labor Relations Board incongruous for application in education. Unfortunately, of the 14 states possessing negotiation laws, Michigan and Wisconsin educators risk being treated as shop workers and such fine distinctions in professional groups may be lost for these teachers.

Broad American public policy appears to accept the premise that persons who work for others may, or perhaps even should, join together and negotiate satisfactory working conditions for themselves.

I would submit all professional educators other than the top administrative cabinet level I referred to earlier should have this right. Further, that in education there should be not more than two negotiating units among professional educators, or one unit if both groups and the board agree.

The practice of several states to permit the two groups (teachers and principals) to decide if they wish to be separate bargaining units or join together for negotiating purposes is in my opinion desirable.

Last month, July 15th I believe, in Massachusetts the labor board ruled that an elementary principal should be placed in the teacher bargaining unit because the law prevented bargaining units of less than 2 persons. I doubt if any serious damage to "community of interest" will occur.

In Connecticut where the option is available it is my understanding that in only three districts have the "teacher" units and the "principal" units voted to bargain as separate units.

In either instance both teachers and principals should have the freedom to choose which organizations will represent them for negotiating purposes. In New York City the "principal" unit is reportedly affiliated with the Teamsters. It will be interesting to watch this development.

Now, let us turn to a somewhat less knotty question:

What Should Be Negotiable?

"Everything but the color of the superintendent's underwear," said one teacher. "Wages, length of the school day and that's all," said a local school board member. Both reside in Michigan where the law says, "wages, hours, and working conditions." Needless to say, there are numerous opportunities to have dispute over interpretation of the term "conditions of employment." Some legislative language of the various states follows:

Maryland - "Salaries, wages, hours and working conditions."

Connecticut and Massachusets - "Salaries, hours, and other conditions of employment."

Minnesota - "Salaries and all other conditions of employment."

Nebraska - "Matters of employee relations."

New York - "Terms and conditions of employment."

Oregon - "Salaries and related economic policies affecting professional employment."

Rhode Island - "Hours, salary, working conditions and other terms of professional employment."

Texas - "Educational policy and conditions of employment."

Washington - "Curriculum, textbook selection, inservice training, student teaching personnel, hiring and assignment, leaves of absence, non-instructional duties."

Wisconsin - "Wages, hours, and conditions of employment."

California - "All matters relating to employment conditions and employer-employee relations... definition of educational objective, determination of content of courses and curriculum, the selection of textbooks and other aspects of the instructional program..."

In short, with few exceptions, I believe the way is wide open for every teacher-board team in the country to discuss anything either party wants to - and this is probably as it should be.

Contrary to a few reactionary management attorneys who still cling to old patterns of "management prerogatives" and would take the position teachers should be restricted to only purely economic concerns --it simply is not in the public interest to resist teacher interest in nearly every aspect of education. Inherent in state negotiations laws is the legislative intent of providing communication between teachers and boards. Teacher opinion is simply too valuable a potential resource to countenance efforts to restrict this valuable commodity. Boards should remember that negotiation is give and take, and they really don't have to agree that the superintendent's underwear should be orange.

Illinois Civil Service Director Waggoner stated last spring, "All professions have a concern for the quality of work and an ethical commitment to involve themselves in areas normally considered management prerogatives." I believe this statement is true and my work with teacher groups indicates they believe this to be true. To date, I know of no state agency decision which has specifically ruled that teachers do not have the right to bargain on any issue short of specific violation of a specific existing statute.

I think it is important to take a moment here to comment on the two prevailing philosophies of school law. First, "a school district may only do those things which are specifically provided for by statute." Secondly, "a school district may do anything which is not specifically prohibited in statutes." Liberal boards take the second point of view, and it has resolved numerous school district problems and provided for much more creativity at the local level in problem solving.

Some boards would attempt to endorse the first concept as a screen to hide behind in negotiations. It won't work. The courts and state agencies have and will continue to strike this thinking down; and secondly, it is simply not a wise approach because it will only add unnecessary fuel to the already hot flame of school personnel relations. Board attitudes in this area should be predicted on a position of being willing to listen to arguments and talk on any subject the teachers bring to the table. Again, boards should remember they really don't have to agree the superintendent's underwear should be orange.

Common subjects of negotiation generally include these areas: Definition of the bargaining unit; statement of association and teacher rights; board rights; membership fees and payroll deduction; teaching hours and class load; special student programs; teaching conditions, promotion; transfers and vacancies; minimum employment standards; assignments; leaves of every conceivable nature; academic freedom; teacher evaluation procedures; reduction in personnel (lay off); no-strike clauses during the length of the contract; school calendar; salary schedules and extra pay stipends for extra duty; student teaching assignments; student discipline and teacher protection; joint instructional councils; grievance procedures; and the list can go on and on limited only to the imagination and concern of the two parties. Unusual provisions which have come to my attention include provisions that each school building will engage in experimental teaching designed and approved by teachers; a provision providing teachers the right to grieve unethical conduct by the superintendent or a principal; and establishment of scholarships for teachers' children within a district.

What about board rights? Actually, a board of education retains all those traditional powers and privileges of an employer which are not specifically denied by statute or a Master Agreement. Arbitration in grievance became a hot issue in Michigan this year with boards taking the position that arbitration of grievance disputes was an abdication of their sovereign rights. (Most of them had previously agreed during building programs to the standard architects (AIA) clause in architectural contracts.) Both the courts and the Michigan Labor Mediation Board have ruled grievance arbitration is not only perfectly proper but desirable.

Agency shop, as opposed to closed shop or union shop, is another hot issue, although several circuit courts have upheld the provision and the Michigan Labor Mediation Board has indicated it to be a mandatory subject of bargaining. Both will become standard and unquestioned in a short time, I predict.

The school calendar became an issue in Wisconsin, and the Michigan Education Association supplied information on the widespread practice of incorporation of this provision in local Michigan Agreements which helped the WEA in obtaining a favorable Wisconsin court decision that the school calendar was a proper subject of negotiation.

Class size is sometimes disputed although it is conceivable that any agency or judicial body would find class size not properly included in any interpretation of "working conditions." This, by the way, is a subject dear to the heart of every teacher in the country. Is substitute pay a proper subject of negotiation? A number of Michigan Agreements contain the perdiem pay of substitute teachers although day-to-day substitute teachers are not in most Michigan bargaining units. The rationale by teachers is that extremely low substitute pay rates make it difficult for them to secure leaves, often result in cancelled classes, or at best "baby sitting" by an unqualified person which places greater demands and stress on the returning teacher. Lunch hours, length of school day, and year are "gut" issues which obviously are of concern to both parties.

Resistance to a strong logical position by teachers places the board in a weak public relations position before the community and vice versa. Sheer, raw power often dictates to either party that the candle is not worth the cake and that they probably should find an acceptable compromise. Rights to hire and fire procedures are generally governed by state statutes and in the absence of same will be natural subjects of negotiation. An interesting question arises here as to the most appropriate means of disciplining teachers. Loss of pay, demotion in rank, adverse recommendations, etc. ? This whole area appears ripe for thorough exploration by boards and the profession.

"Teachers are out to take over the schools!" is a weak and false cry by some boards of education. Surely no one in this room would suggest a local board would feel more competent to recommend selection of an eighth grade physics textbook than five teachers teaching the subject in the school. Surely no one would seriously question a staff recommendation or their right to recommend that sixth grade world geography should be condensed to an overview and supplemented with emphasis on adaptive living characteristics? Or that simple interest computation be dropped from fifth grade math and inserted at ninth grade in consumer education? This thinking appears ridiculous to me, and not a serious subject of discussion by responsible parties as to whether teachers should have the right to recommend.

In passing, it should be noted negotiations is a two-way street. Very soon alert and competent administration will realize that their creative ideas for program changes have a better chance for success through negotiation than present practices of unilateral dictums. It has been disappointing in our state to note the resistance to this negotiation change rather than the swift capitalization on the change for some long overdue changes in our present practices. The key to more efficient utilization of resources available to schools lies in formal school negotiation procedures but boards and administrators are sleeping.

In conclusion on this section of my assignment--What is negotiable? All things which relate to education are proper subjects of negotiation. The board should take steps to provide that it has latitude to employ its top education officials, negotiate within certain economic limits available to it, and be assured that its professional staff is effectively deployed and sensitive to community needs. Its top school officials, superintendent, and assistant superintendents must accept professional decision sharing and be skilled in arriving at agreements on educational matters with its professional staff. Here is where the test is greatest and the most challenging to teachers and administrators.

Finally, maybe the superintendent's underwear should be orange? At least if a lot of teachers think so, I'd discuss it with them. And if teachers presented a logical argument (I frankly can't think of one), I would give it due consideration.

Chapter 14

EXPERIENCE OF THE CANADIANS ON NEGOTIATIONS IN EDUCATION

by

Gibb Eamer

After the many fine papers and discussions of the past few days on an occasion such as this you should be permitted to relax. If there must be an after dinner speaker he should be brief and witty. I'll do my best on brevity, but I am afraid your planners have chosen badly. I am not the person to add that second ingredient of a good after dinner speech.

I have been asked to speak on--"What We Can Learn from the Experience of the Canadians on Negotiations in Education". It would be quite wrong of me to suggest that you devise any one system in negotiations in Education that will meet all the situations or even a majority of situations you will encounter in your country.

While we are both democracies and live next to one another, our forms of government are quite different. You separate the legislative and the executive functions of government whereas we link them closely. Our executive or cabinet system requires that the members of the cabinet be elected members of the legislature and that the Premier be the leader of the party holding a majority in the legislature so must hold the confidence of the Legislature. Even the leader of the opposition in the legislature is designated as the Leader of Her Majesty's Most Loyal Opposition. Because of this constitutional difference our problems are different.

In Canada education is a provincial responsibility and any authority delegated to school boards, superintendents and teachers is contained in acts of the Legislature. The School Acts carefully

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define the duties of each group. The main duties of teachers are not subjected to the direction or whim of local authorities. Many of the items that you might feel are important matters for local negotiations are not a problem to us at the local level. They must be negotiated with the government at the provincial or, as you would say, at the state level.

I have decided tonight to deal with some of the actions we have taken and why we proceeded as we have. If from this you can glean any information or ideas I will be happy.

In the late forties and early fifties we were most grateful to the National Education Association for making available to us its research on salary framework. We are also grateful to Mr. Charles Cogen of the A. F. T. who has journeyed to my province and other provinces to permit us to do some brain picking. Now we feel that we have left you somewhat behind--but that may only be our conceit.

Statutory Membership

One other difference in our approach is that we believe in and have provision for statutory membership in our professional organizations. This is true in all the provinces of Canada. My own province led the way in this movement when the provincial legislature passed a bill called, "An Act Respecting the Teaching Profession". This was in 1933 and marked the first time, at least in our country, that the law recognized teachers as professional people. A section of that Act states, "Every teacher employed in schools organized under the School Act, the Secondary School Act and Vocational School Act shall as a condition of his employment be a member of the Saskatchewan Teachers' Federation."[1] This concept has grown until today every province of Canada has legislation establishing this principle and the right is given to the professional organizations to discipline their membership.

To receive this legislation was a great privilege and placed upon us an equally great responsibility. How best to discharge our duties? We set up goals and became determined to build the teacher group into a respected professional organization and to restore to teachers the dignity and responsibility that inadequate salaries and insecurity had denied them. To achieve this we had to first unite our teachers, not only into one organization, but to unite them in a determination to restore and rebuild the teaching profession.

We Are Different

We recognized that our profession was different from other professional groups in that we were one hundred per cent employed, that we were public servants and that our profession was made up of individuals. As a totally employed group we could have affiliated with labour and, indeed, the British Columbia Teachers' Federation was for a number of years so affiliated. We felt that other aspects of our aspirations could not find expression in such affiliation and that we could not really ape any other professional organization, because our problems were different. So we dedicated ourselves to the building of a professional body to meet our own needs.

The Need for an Economic Base

To realize our vision, there was a need to build our profession on a firm economic base. You can't be professional if you haven't the means to be professional. We have offered no apologies for the emphasis that was first placed on economic matters. To achieve economic security we were determined to bargain and bargain collectively. To us collective bargaining is not a dirty term.

Collective action by groups of people down through the ages has been employed to ensure individual and group survival. In the political sphere tribal organizations developed as man made his first attempts at group organization. Clans, countries, nations, empires represent man's later attempts to organize for survival. The need for group action in economic spheres is accepted as a necessity in this increasingly complex society.

In the economic area we have accepted the formation of companies, corporations and business organizations as legitimate groups for economic development. The buying and selling of material goods and the development of our material resources have reached, in both quality and quantity, levels of success that surpass the wildest expectations of a generation ago.

Yet if those who sell their services wish to organize and use the methods of those that worship at the altar of free enterprise the hue and cry goes up that it is not professional. Collective bargaining by those who sell services and by those whose livelihood depends on their own talents, skills and resources is not a new idea, but it is one that is viewed with considerable mistrust by the uninformed. The final alternative to collective bargaining is a planned economy which removes the local right to make decisions on how one will live or work. Planned economy is a polite word for socialism which to many is a very nasty word.

"This term collective bargaining is one of those omnibus terms that we have in the economy that means exactly what we choose to make it mean."[2] This quote is from Dr. J. Tait Montague, Director of the Institute of Industrial Relations of the University of British Columbia. Dr. Montague continued, "We usually thought of the labour market as individuals selling their services, and it took a long time for our society to come around to thinking that individuals, in selling their labour services, might group together to require certain action in the labour market. It gradually came about, born of the struggles of early unionists and an increasing social acceptance, that we were not satisfied with what the labour market did to individuals."[3]

The way in which various labour services are sold differs: a lawyer sells his services in a different way from a machinist, and a machinist sells his services in a different way than the plant worker. Teachers must sell their services in a different way than the lawyers or the doctors because we are employed, not self-employed. We cannot meet in solemn conclave in a hotel over a weekend and increase our fees. We must bargain for them with a tough employer--a representative of the public.

I have belaboured this question of collective bargaining because it was one of our greatest problems;--to get an acceptance of the practice by our employers and also to make the term acceptable to teachers. For some reason our public and our employers thought it to be a four-lettered word. However, today it is accepted.

Teachers were the first to establish the right to bargain collectively in the public service. I am happy to say that the right for public employees to so bargain is established on both the provincial and federal levels. It is important to remember that things just don't happen: they are made to happen.

One final quote on this issue and it is by Stanley M. Cohen, Associate Editor of one of our largest newspapers--The Montreal Star. Mr. Cohen said, "Good teachers will only be attracted to our school systems and remain in them if they receive good pay, decent professional working conditions, have high morale, a consultative role and the respect they deserve. And there is nothing degrading about their having to use collective bargaining methods in order to achieve those goals."[4]

Are Strikes Inevitable?

If you have collective bargaining are strikes inevitable? My friend, Dr. Tait Montague, would say that the right to strike should be in collective bargaining. He says, "A hesitation that non-industrial workers have about bargaining has been the use of strike, a feeling that the obligation that they have to their profession and career work is such that they would not want to go on strike. Bargaining is a case of the supply taking action to influence the market. The strike becomes the handle on the thing, the thing that makes the market work. We are getting lots of statements now that the strike is an out-of-date instrument. It is just not good enough to say, 'I want the market with collective bargaining in it, but only the parts I like.'"[5]

Strike is an irritating term so we avoid using it. We say we reserve the right to withdraw services. If there is bargaining in good faith this ultimate action will not be necessary. Since The Teachers' Salary Negotiation Act was passed in my province we have had nearly 6000 salary agreements settled by negotiation and in the past seventeen years we have had one strike. I would never sign any agreement that would deny me the right to withdraw my services. I know little Johnny will be flung around and it will be said that we are striking against children. To me this is 'malarky'. If teachers are forced to this ultimate action it means that the educational system is in a sorry way. Whatever means are needed to correct the situation are for Johnny, not against him.

All Teachers Should be Included in Any Salary Agreement

We take the stand that all our members are teachers whether they are heads of departments, consultants, principals, supervisory assistants or superintendents. Teaching is a team effort, and all groups should work together as a team. All of the administrative categories are members of their professional organization. Collective bargaining must not be for a few of the group but for all. Our negotiating committees bargain for all of these groups, with the single exception of the chief education officer. We think he should be included but this concession shows the 'wear and tear' of bargaining.

Our government, at the request of the Trustees' Association, suggested that administrative personnel be removed from the bargaining unit. However, a Royal Commission[6] that heard evidence on this suggestion recommended against the proposal and the groups have remained in the bargaining unit.

What is the opinion of the administrators? I would like to quote to you from a brief submitted to the Royal Commission by the largest group of Administrators, the H.S. Principals' Association, --

"1. It is our considered opinion that the present method of determining principals' salaries on the general salary scale, plus administrative allowances, has worked well in the past and should be continued.

2. Members of this association approve the present procedures whereby the responsibility of negotiating principals' allowances is placed in the hands of the general negotiating committee."[7]

The brief went on to state, --

"It has been claimed that principals' salaries should not be placed in the same package as the salaries of those they supervise. This has been likened to placing the foreman in the same category as the worker he supervises.

This criticism, we consider, loses its validity because it fails to recognize the fundamental differences between supervision in industrial and professional operations. In the industrial situation procedures can be specified in detail and employees told what they are to do, and probably just how to do it. It is also generally possible to mechanically measure the workers' output or efficiency and this also becomes a part of the supervisor's job which can usually be done with a fair degree of objectivity.

In dealing with the complex human relationships which exist in every classroom any attempt, on the part of the supervising principal, to dictate to the teacher just how he is to do his teaching and how he is to meet each emerging situation would only result in a deterioration of the teacher's work. The most effective role of the principal in his relations with staff is to act as a consultant and advisor rather than an authoritarian supervisor. The principal and teachers must work closely together as a professional team if really effective gains are to be made in the educative process.

To segregate principals and teachers for salary negotiations would tend to emphasize the 'master-servant' concept of supervision which we find entirely unacceptable."[8]

All other administrative groups took a similar stand.

It is important to remember that we see collective bargaining as a means to an end--not an end in itself. We feel that our profession can make its greatest contribution to the educational system as a united society of professional equals. We, therefore, provide in our code of ethics procedures for administrators to properly and democratically discharge their responsibilities. For this reason the administrators could say to the Royal Commission, "We do not find that the present negotiation procedures compromise, in any way, our relationships with either the Board or the Staff."[9]

Negotiators and Authority

No teacher group in Canada employs professional negotiators and only in two provinces do some school boards employ them. Teachers have never felt the need as they have been able to recruit very able people that have found the work stimulating and have been quite prepared to spend the time in essential preparation. Boards have able business managers and board members that are also quite capable. We find that such committees bring an attitude to negotiations that permits concessions and genuine bargaining. It permits each side to get to know the other better and to understand his problems.

Our practices in the different provinces vary. In Alberta the Alberta Teachers' Association certifies the teacher negotiating committee, but the committee is named by the teachers. In Saskatchewan the teachers' committee is elected by a majority of teachers employed and the teacher organization merely certifies that they have been elected and are the committee.

The Saskatchewan Act provides that when a committee is so elected the members of that committee shall be the exclusive representatives of the teachers. Committees are authorized by law to conclude an agreement but the practice is referral back to the total group for ratification.

Teacher - Trustee Relations

What does the wear and tear of negotiations do to teacher - trustee relations? On the whole I believe that bargaining improves relations and establishes better understanding between the two groups, even when there are protracted negotiations. As was pointed out earlier, in my province over 6000 agreements have been concluded during the past seventeen years. In the vast majority of cases they have been very amicable.

Teachers carefully choose their committee. They try to select teachers of repute and, of course, teachers that are prepared to do the necessary homework to be good negotiators. It is my considered opinion that bargaining in good faith by the parties can improve relationships. I would be quite wrong to leave you with the impression that all is always 'sweetness and light'. At times we do have really rough negotiations but this is the exception, not the rule.

Recently, an interesting news item, in the Edmonton (Alberta) Journal, was a report from the annual meeting of the Red Deer County: The Reeve of that county told the annual meeting that the county could put pressure on to resist increases on teaching staff salaries, but the price that would be paid for this would be a loss of a large number of teachers in the next year.

The news story said further that several ratepayers reiterated the Reeve's sentiments. One speaker observed that teachers are being singled out as a group contributing solely to the economic pressures, while other professional people, such as lawyers and doctors, are improving their positions without public censure.

The Reeve of Red Deer County has been on a team for a number of years that has negotiated with a tough teachers' committee.

Status of Salary Bargaining

Is it necessary to establish bargaining procedures by law? My answer is "No", but it would be desirable.

In Canada we have a wide variety of procedures. In Saskatchewan, Quebec and Manitoba and in the Maritimes there are acts of the provincial Legislatures that deal specifically with procedures in bargaining. Alberta operates under the terms of the Labour Act and in British Comumbia procedures are outlines in the School Act. Ontario has no salary act but has quite acceptable and effective procedures which practice has established. All teacher groups bargained before procedures were established by law.

The trustee and teachers of Saskatchewan bargained several years before procedures were established by statute. A committee of trustees and teachers worked for over a year and agreed on the terms of the Teachers' Salary Negotiation Act. Lack of established procedures give rise to needless controversy. The purpose of such legislation is to avoid controversy and this is generally dear to the heart of politicians. If I were offering advice I would urge you to establish procedures in statute or written agreement.

Points We Had to Learn

It has been the experience of most teacher groups that at first they didn't fully realize that they were public servants and were dealing with elected people. It is important in negotiations that room be left for 'face saving'. This is why it has been found advisable to provide for compromise. It is a fine theory that one should ask only for what one is prepared to accept as a settlement. Practice has told us that this procedure is very unwise.

We always bargain for what we can justify, though we are prepared to accept less. It is also advisable to 'throw in' some give-away items.

This is not dishonest but a realistic approach to bargaining with a group that must justify its agreement with a public that has not perhaps been too well informed.

We also learned that it was a mistake to undertake responsibility to find the money to meet the cost of salary agreements. It is the teacher's job to teach and the trustee's job to find the money to recruit teachers and maintain a teaching staff. Yes, we must help one another but we must also be aware of our ultimate responsibilities.

Arbitration Versus Negotiation

We had to learn what constitutes a settlement. It is more than the signing of an agreement. A proper settlement must be accepted by both parties. There is a tendency to advocate arbitration for the settlement of disputes. This should be resisted. There is an inclination to hide behind arbitration. Here no attempt is made to reach agreement but rather to let the arbitrator make the decision. This means continued discontent. It also places in the hands of one or two persons the welfare of hundreds of people. It is too impersonal.

Communications are Essential

We soon learned that bargaining was not a game for amateurs, and that an organization must prepare and arm its negotiators with techniques and information. The Saskatchewan Teachers' Federation has a membership of about twelve thousand. It has three full time staff members at the executive level dealing with economic matters, training of negotiators and researching of information. During the negotiating period, there is a steady flow of information bulletins to committee members.

Committee members quickly learn that those on the other side of the table resent being devastated with argument. By this technique one may win the battle but lose the war. Some of you know Dr. Eric Taylor; he insists that one of the first laws of effective collective bargaining is to attempt to identify yourself with those across the table.

Doves or Hawks?

Let us remember that we are living in the latter half of the twentieth century. We must disregard our yesterday thinking and proceed on the realities of today. The teacher of today is a different animal and is better prepared. Most teachers are university graduates. They have been taught to think and have been urged to be creative in their teaching. You must expect some of this activity to rub off and make the teacher say, "We are not prepared to accept the pay standards and working conditions of yesterday."

"The term 'schoolteacher' is as archaic today as the society that spawned it. It is not merely redundant, the mental image it generates no longer applies in the twentieth centry America."[9] So says Dr. E. Glenn Fennell commenting on the changing status of teachers in the May-June issue of Education Age.

Dr. Fennell describes the schoolteacher, the Miss Dove of yesterday, as a prim, colourless, conservative maiden who devoted her waking hours to her pupils. She scarcely had a life of her own; hers was a life of service. In return, she received a pittance benevolently bestowed on her by a penurious and patronizing employer.

Miss Dove reflected 19th century society. "Like every good teacher past or present, she endeavoured to fulfill her school's basic role, which was to reflect, preserve, maintain, defend -- and if possible improve -- the society she served."[10]

Today the role of the school has not changed nor has the basic role of the teacher changed. But there is a vast difference between Miss Dove and the teacher in today's classroom. Miss Dove did not change, but her society did; and in her place today we have Mr. and Mrs. Hawk, products of that change.

Recognizing the change the Alberta Teachers' Association commissioned Professor Sam Mitchell of the University of Calgary to prepare a monograph on -- 'Profile of Alberta Teachers: Expectations and Heightened Aspirations.'[11]

Professor Mitchell's study reveals that the increased levels of aspirations which teachers now hold are producing increasing dissatisfaction on the part of teachers when they compare themselves with other professionals; when they consider the status in which teaching is held in the community; and when they think of the opportunities which teaching affords for the development of one's abilities. The study also shows that inexperienced teachers manifest greater dissatisfaction than teachers with five or more years of experience.

In this latter statement surely there is a message for legislators, school board members and administrators. To me the message is that we can expect an escalation of the discontent that exists today. It behoves us to realize these facts of life and be prepared to deal with them in a constructive manner.

This monograph was prepared as a guideline to a teachers' association on how to deal with this phenomenon and to harness this great potential for the general upgrading of education. It is recognized that the 'new' teacher must find his satisfaction in the classroom where he wants to be. He must have a voice in the decision making of school policy, curriculum and working conditions.

We need the Hawks who are anxious to prepare pupils for the present-day society. Their militancy should be welcomed. Whom would you have as a teacher of your child, a Dove or a Hawk? I know my answer to the question. Give me the Hawk.

SOURCES:

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7. Brief to Royal Commission, Saskatchewan.
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11. Published by "The Alberta Teachers' Association," Edmonton, Alberta, Canada.

Chapter 15

THE NEGOTIATING COUNCIL

by

Patrick H. Maney

The topic that I have been given this morning is "The Negotiating Council." I have taken the liberty and added "preplanning". Preplanning is of the utmost importance. But before discussing some of the ingredients of preplanning, let me refer to a statement recently made by Commissioner James Allen from New York.

In his address to the New York State Congress of Parents and Teachers, Allen outlined some of the benefits and dangers of teachers' demands for influence in policy formation:

> Among all the changes taking place today in American education, none is likely to have a more profound effect than the increasingly militant demand of teachers for the right to negotiate with school boards not only on salaries and basic working conditions but also on matters relating to broad educational policies.
>
> This movement holds a potential for great advancements in the quality of school performance, but this potential

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> can be fully realized only if first, teachers use the opportunity of sharing in policy formation, which they have so long sought, to promote improvements which transcend self-interest, and if secondly, school boards look upon the new movement positively and seek means of capitalizing on it for the good of both teachers and pupils. There can be no doubt that formalized negotiation procedures are here to stay.
>
> The new emphasis upon negotiations places new obligations as well as new strains upon teachers, administrators and school board members alike...

Negotiations which formalize relationships between teachers and board members are here to stay. In a pluralistic society there are different needs, therefore, the process and mechanisms must allow for joint efforts of teachers and board members. The self-interests of each are facts of life. They are compatible.

With this brief introduction let me say then that most people are familiar enough with inter- and intra-relationships to realize that there are no one set of rules governing process. Role, in terms of the individuals, the matter of groups, will vary from state to state; also, I might add that we do not have the luxury of having 50 or 100 years precedent in this field.

Some of what I am about to share with you, in terms of the negotiating council, may or may not specifically apply in your particular case when you go back home and enter the "real world" of negotiating. But I must add you will have a hand in making up your own rules and regulations within the framework of statutory enactments, through interpretation of attorney general opinions, or from courtcases. In part these legalistic considerations and your efforts will establish the procedures and mechanics of teacher-board relationships. Let me emphasize--the development of these procedures, mechanics, and processes are within you! It will take time to develop an orderly and sophisticated relationship.

In my opinion there are going to be some trying times in the days ahead. There are going to be those people who have one bent. They will say "go the trade unionism route." The precedent is there and it would be very easy to accept this type of suggestion. It will be more difficult a task if we say "no mother, I'd rather do it myself." Undoubtedly, by remaining independent, we will make mistakes, but while we are making mistakes we will be developing a viable and productive process that is molded and fitted to our unique teacher-board relationships in the public sector.

Let me turn for a moment to the statutes governing teacher-board relations. On first analysis there appears to be a crazy quilt of current law and practice which makes for confusion among those seeking a rationality in negotiations. There are certain basic rituals that are spelled out; although the state laws differ in various ways viz., how the negotiating unit is determined, the type of representation, how the representation is determined, the administrative agency for unit determination and elections, the specific negotiable issues, whether the agreement (between teachers and board) is written, the method used in resolving an impasse, how these impasse individuals are chosen, and so on. To state the obvious, there is quite a variance in the mechanics, procedures and processes. One thing common, while looking at the statutes, is that they have the same goal i.e., formalizing the relationships between teachers and board members to allow for joint determination of goals in education.

Formalizing the relationship to accomplish stated goals is much more than just economic welfare for teachers--it is much more than just trying to develop a process to improve educational working conditions for teachers.

Alfred North Whitehead stated many years ago that the profession which does not value its freedom, its right to professional status, its right to self-determination, is doomed. These first statutory efforts to develop responsibility and accountability in the profession are our goals.

The Negotiating Council: Preplanning and Prenegotiations

Organizing for negotiations between teachers and boards requires basic understanding of what is implied by the statutes as well as the actual wording of the statute. The implied requires the following:

1. Broadened communications within the profession and between the teachers and the boards of education.

2. Extension and a broadening of knowledge about conditions of employment.

3. Building of effective organization to deal with teacher-board relations.

4. Development of teacher-board expertise in the processes, procedures, and mechanics of negotiations.

It is the latter that I will address myself to for the remainder of my time.

In most instances, it is advisable for the spokesman for both parties to hold prenegotiation meetings (we stress this in Oregon) for the purpose of agreeing on certain administrative and procedural matters--in effect to establish ground rules that will be followed during the bargaining sessions. These administrative and procedural matters are simple and perhaps obvious--but important. They include:

1. Where are you going to meet?

2. What are the times of the meetings?

3. What will be the length of the meetings?

4. What is the availability of a conference room for the conference?

5. Will the use of outside consultants be permitted?

6. Will the meeting be an executive session or a public meeting?

7. Will the meeting produce a written agreement?

8. What will be the areas of mutual concern?

In Oregon, the state education association suggests the following general procedures:

1. Meetings: Meetings composed of members of the Professional Negotiations Committee, the Board, and Superintendent, shall be called upon the written request of any one of the parties involved. Requests for meetings should contain specific statements as to the reasons for the requests. A semi-monthly meeting of the Superintendent and Association representatives shall be held on specified days of each month unless both parties agree to a more convenient time

2. Directing Requests: Requests from the Association normally will be made to the Superintendent. Requests from the Superintendent or the Board will be made to the President of the Association. A mutually convenient meeting date shall be set within fifteen days of the date of the request

3. Exchange of Facts, Views: Facts, opinions, proposals and counter-proposals will be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreements. The Negotiations Committee, the Superintendent, and the Board shall act as a committee of the whole, studying the various items of mutual concern.

4. Requests for Assistance: The participants may call upon competent professional representatives and lay people to consider matters under discussion and to make suggestions. All participants have the right to utilize the services of consultants in the deliberations.

5. Agreement: When the participants reach agreement, it will be reduced to writing and signed by the teacher-board negotiators. When applicable, provisions in the agreement shall be reflected in the individual teachers' contracts. The agreement shall not discriminate against any member of the teaching staff because of membership in any teachers' organizations. Nothing in this agreement shall be interpreted to deny the right of a certified employee from appearing before the Board on his own behalf on matters relating to his employment relations with the Board. In the event such employment relations shall affect

other certificated staff members, the Association shall have the right to express its considered professional judgment before the Board prior to the Board's final determination of policy.

In conclusion, let me share with you two thoughts of two great men. One, Elias Lieberman, epitomized our needs when he wrote:

"I am tired of echoes in the old house:
Echoes of ancient hatreds and historic feuds;

Echoes of outworn slogans;
Echoes of pompous fools long dead;
Echoes of statesmen whose folly is more enduring than bronze.

Man's mind reaches past the stars,
Probes into the atom,
Measures waves of ether in the infinite spaces;
His soul trembles at a brother's pain,
Sees light through jungle darkness,
Sings with faith and tenderness the vastness of divinity,
But he still lives in an old house,
An old house full of echoes.

Tear down the rotted boards;
Scrap the bat-haunted chambers;
Stop the babbling of simian tongues
Pretending to blabber wisdom.

It is time to build new towers for a new age."

And lastly, Cliff Nelson, speaking to the American Assembly in July, almost a year ago. The little poem he left with that group was:

"Last night as I was on the stair,
I saw a man who wasn't there.
He wasn't there again today,
Oh, how I wish he'd go away."

And thank you... I am going away.

Chapter 16

OPEN NEGOTIATIONS VS. CLOSED NEGOTIATIONS

by

Llewellyn O. Griffith

The statutes of many states require that any action taken by a board of school directors or school trustees be consummated in public. Our own state, the State of Washington, for example, provides in statute that no rule, ordinance, directive, etc., may be formalized save in a meeting open to the public and then only after proper notice of the meeting has been given to press, radio, and all communications media. Since school boards are elected in many states, their tendency to solicit the attendance of the general public at any meeting in which the business of the school district is to be acted upon is apparent.

An attorney member of the board of a large school district in the State of Washington indicated to me that he would not feel that even the procedures agreement, the basic framework of negotiation, since it constituted an agreed set of ground rules between the teachers' association on the one hand and the board on the other, could be undertaken by joint legal counsel representing both parties, even though at a later date the board might revise such a procedural agreement and publicly negotiate the instrument with the teachers' association. In a way, school boards seem to feel that their sovereignty is called into question when they are

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closeted secretly with community groups of any kind. The rule of thumb, therefore, is that if negotiations are to take place, they must take place at regularly scheduled meetings of the board open to the public and with opportunity for any interested citizen to participate. The old adage seems to apply: "The public business must be conducted in the public eye."

A clear example of the sort of practice to which reference has been made is a California statute on professional negotiations. In effect this law appears to provide that a school board may not meet in executive session with a school study council to discuss the affairs of the district even though the meeting is called by board initiative. In 1965, one California school district was advised that it could not meet in executive session with representatives of the California School Boards' Association to discuss personnel difficulties involving members of the board itself.

To cite another example, in Rhode Island recently, it is found that a board provides reserved seats for the press and public during negotiations. As a way around some of the difficulties in Rhode Island, negotiations were conducted privately by the superintendent and teachers' organization with public ratification of the agreement by the school committee. Also, negotiations were conducted by school committees in sessions which were theoretically open to the public, but which were unannounced so that only organizational and school system personnel attended the sessions.

The overwhelming majority of persons experienced in negotiations take a contrary view. Negotiators whose every action is exposed to the public view most certainly will not behave as they would in private sessions. Sometimes the change is for the better, perhaps; but in the context of negotiations, it is much more likely to be for the worse. The organization representatives will be more militant than they really feel is justified; they will be unable to waive demands put forward only for window dressing or political or other strategic reasons. The school administrator is likely to feel the need to take positions which he does not in good conscience support since the American press is frequently more interested in controversy than in agreement. Controversies get publicized, and the parties quickly become identified with positions which they find difficult to change. It is usually much more difficult to modify a position one has taken publicly before 100,000 people than one taken privately before a few. While we grant that publicity sometimes makes the parties more reasonable, nevertheless, informal give and take is almost invariably better achieved in private rather than public sessions. The public interest is protected in any event because the agreements reached must be publicized. In the words of a prominent negotiations consultant, collective agreements in public education should be "open covenants secretly arrived at."

Essentially, collective negotiations should be regarded as an agreement-making process. To negotiate in open sessions clearly makes it more difficult for the parties to reach agreement and for several reasons. First, it is almost always more difficult for parties to retreat from positions advocated publicly than from positions taken in private sessions. Secondly, school boards and teacher leaders find that their public statements have aroused expectations which may be difficult or even impossible to satisfy in realistic bargaining. Thirdly, open board meetings make it more difficult for the parties to be completely candid in their discussions. For example, an organization leader may be willing to concede privately that an organization proposal is wholly unrealistic. The organization leader may be unable to concede this publicly for fear of offending the constituent members whose support is needed in order to keep him in office. A private negotiating session might enable the negotiator for the school board and the organization leader to work out a way to delete the proposal without jeopardizing the position of the organization leader. The same situation may also arise from the side of the school board. Its negotiators may wish to drop a demand but they may also need to do so privately in order to protect themselves.

The notion that negotiations must be conducted publicly because they are public business is also firmly rejected by most authorities in the field. These distinguish between the negotiations leading to an agreement and the agreement itself. The agreement itself can and should always be made in public; in fact, it would be impossible not to do so. Since the agreement must be made public anyway, and since it can be publicized in time for public hearings before official adoption, there is in fact ample protection for the public even with private negotiations sessions.

An analogy would be in order at this point. Consider the State Department of our federal government and its treaty-making powers. Such treaties most certainly are public business; they must be approved by the United States Senate or they are not binding upon the country. Nevertheless, it is well established policy and practice to keep the negotiations leading up to such treaties on a nonpublic basis. We would assume that virtually all diplomats believe that it is impossible to conduct diplomatic negotiations publicly and do so effectively.

WHY SCHOOL BOARDS ADVOCATE PUBLIC SESSIONS

Some school boards advocate public negotiating sessions in order to publicize the unreasonable demands of teachers. Their thought is that if negotiations are public, the unreasonableness of teacher demands will very quickly be made apparent to the community and as a result the teachers supposedly will be brought down to earth. While undoubtedly there are instances of this kind, this rationale can be questioned on several grounds. In the first place, even if negotiating sessions are conducted openly very few citizens are likely to attend, The community as a whole is likely to get its version of the progress of negotiations either from the press or from the parties negotiating regardless of whether negotiations are public or private. In plain language, it is simply not true that open negotiating sessions yield greater public understanding of teacher demands or of the progress of negotiations.

Negotiators of experience are aware also of the fact that the press is often more interested in publicizing disagreement than agreement. Where this is the case, the general public may get a more balanced version from a joint news release than from a reporter emphasizing controversy and simultaneously making it more difficult for the parties to move toward agreement. Sometimes a reporter attends the first few sessions and then fails to appear again until the parties appear near to a settlement. In the meantime, the parties may have been struggling with attempts to negotiate in a goldfish bowl.

If one emphasizes the agreement-making nature of negotiations, then it becomes important to avoid rigidity and hence public postures which may eventually have to be modified to facilitate agreement. One authority has suggested that there may be a good case for questioning a school board's legal right to insist on open negotiating sessions, at least as a precondition of negotiations. To be negotiating in good faith, a party must not insist upon preconditions relating to the mechanics of negotiations. For example, for teachers to insist that they would not negotiate unless a school board agreed in advance to negotiate curriculum policy would be setting an unreasonable precondition. Likewise, for a school board to insist upon open negotiating as a precondition of negotiations with teachers might be interpreted as an unfair practice on the part of the school board. Regardless of a multitude of arguments, the trend is away from open negotiating sessions. The more school boards which negotiate privately, the more difficult it becomes for other boards to insist upon open negotiating sessions either as a matter of policy, principle, or sound practice.

In any case, however, the final agreement should be adequately publicized and/or accorded a public hearing before official acceptance. In this way, the board can provide adequate protection for the public right to know without simultaneously insisting upon open negotiations which hamper agreement.

Chapter 17

ELEMENTS OF A FIRST AGREEMENT

by

Wesley Ruff

Let me address myself to the topic "Elements of the First Agreement", or more specifically stated, the approach to getting an agreement, how it will help the school board and community and how will it help the teachers. First let me define what is meant by a "first agreement", or "procedural agreement". A procedural agreement is a document adopted by a local school board which implements a state negotiations law. Consider with me for a moment the two different requirements of state laws which are now in existence.

The Washington and California laws among others, say that boards of directors, or school officials shall adopt reasonable rules and regulations to implement this law. The Oregon law, as an example of another type, states only that the school district shall implement a method by which the elections for choosing a negotiations representative are conducted. It says nothing about adopting reasonable rules and regulations to implement the remainder of the law.

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I am of the opinion that whether stated or not, boards of directors and members comprising the employee organization are best advised to create a basic procedural agreement which is in effect, an extension of the law, and says in the most specific language possible, exactly how the law will be implemented, who will do what, and even more important, by what calendar, or time segments, certain things shall be done. Now, I will come back to this in a moment. But, first, in order to give some perspective to what I am going to say about procedural agreements and the necessity for specific procedural agreements implementing the law, let me speak to the human dynamics which characterized the period prior to the passage of a negotiations law as contrasted to the human dynamics subsequent to the passage of a negotiations law. Traditionally and historically, in this United States (for a period in excess of 100 years) decisions regarding the scope, function, policies, and expenditures of schools were the exclusive domain of elected school boards. Now, I say this without a particular passion, and I am not saying it accusingly. In the period prior to the passage of the negotiations laws, schools, curriculums, and the scope of education were, in many instances in the United States, changed sufficient to meet the demands of changing times. I would say in the Pacific Northwest beginning in about 1950 following a world war during which many attitudes changed, there was an increased determination on the part of teachers as well as lower eschelon administrators to become more instrumental in determining the policies, the procedures, as well as the general goals of education, within a given community.

Now, for every action there is a reaction, and as the determination on the part of education associations increased, so also the resistance on the part of school boards increased. I remember how a group of us proposed to a board in the state of Washington in the early sixties an elaborate, well-documented, and what seemed to us a fair-minded agreement by which the school board and the teachers' association would share in the formulation of policy. I remember how we met every Thursday over a period of three months in an attempt to convince a board of directors that a broadened base of participation and of information would enhance and improve the educational opportunities offered to the boys and girls of the district, as well as improve the morale of the certificated staff.

I remember, too, how after a period of time, we were told politely, but forcefully that not only the agreement, but the concept belonged in the bottom of the trunk. We were told that school boards were constituted for the purpose of deciding what will be taught in the schools, who will teach it and in general what the policies of the school district will be, and that's that. I remember the anger and the frustration which prevailed in so many quarters in those days, and which still prevails in some quarters today. But in retrospect, I can understand, or I can appreciate, since the human dynamics of any one of us is such that when a historic prerogative or right or privilege is diminished however slightly, then each of us brings into play the phrases which one way or another reach clear back in history.

Let me list some of these phrases. Elected representative of the people, executing the will of the majority. This is how it's always been done. Tried and proven method of operation. Historic prerogative. A deeply devoted public servant giving freely of his time in exercising a civic responsibility. Now let me repeat. I am not making the statements derogatorily. I am using them to illustrate the deeply inculcated, widely held attitudes which permeate some of our American institutions. As a result there is a minimum of malleability in people when it comes to surrendering even a small portion of a historic right to make unilateral decisions.

Now, I said a moment ago that the interest and desires of teachers on the one hand activates the resistence of boards on the other hand. A resistence which, my experience has taught me, can result in hostility, recalcitrance, and deep anger between members of school boards and the members of an association. I have sought without success a means by which these feelings could be precluded or a method by which board members might willingly acceed to the malleability required of them in the sharing of a historic right which boards possessed alone. As I have indicated, I have not been successful, nor in my estimation, have any others. It seems inevitable, then, that sooner or later, boards and associations must confront each other as virtual adversaries in order to solve this modern day dilemma.

The preliminary field of battle in, I believe, 16 states, has been the legislature. That is to say, the certificated personnel proposed legislation which requires that certain historic school board rights be shared with an organization comprised of certificated personnel. School boards and superintendents testify, threaten and cajole the members of the legislature and in some instances, are able to prevent the passage of negotiations legislation.

In every instance, it seems to me, the resulting legislation reflects not only the ambivalence of a legislature in this relatively touchy area, but also the persuasiveness of school board members and others who testify against negotiations legislation. As a result, some negotiations laws are relatively bland, while others cut a wide swath into the historic reights of school boards. Following the successful passage of negotiations legislation, some school board members, as well as some superintendents, in complete frustration and on occasion, deep resentment, will resign from their respective positions.

But let us now continue to keep in mind the human dynamics of which I have spoken, let us now come back to the first agreement at a time subsequent to the passage of negotiations legislation and with a board of directors very largely composed of citizens who testified against the law, or at least spoke against the law, and whom the association now expects to comply with both the spirit and the letter of a newly passed professional negotiations law. An association, on the other hand, generally jubilant over a victory at the state level in which it participated by influencing local legislators, an association with a new sense of urgency where more frequently than not, a younger generation has risen to the leadership positions and an association which quite frequently has somewhere in its power structure members whom triumph as made arrogant, plus others who are resentful or bitter for whatever reason. This is quite frequently the point at which I am requested by the association to advise them regarding a procedural agreement.

Sometimes through the efforts of my own negotiations with the participants involved, I am able to meet with all three parties, that is, the superintendent, the members of the association and the school board, all in one room.

Since we have all three of these classifications present here, permit me to speak to you as a superintendent, school board members and members of the professional organization. And the topic is "Now that we have a negotiations law, what is the next step?"

Ladies and gentlemen, I hope that you will permit yourselves to have some feelings regarding the way your school district will be run in the future. I hope you recognize there are going to be some changes. To you school board members I would say if you anticipate that there will be little or no change, then you are telling me that you are going to drag your feet, comply only with the letter of the law, but not with the spirit of the law. To you, Mr. Superintendent, if you are saying to yourself, "I have always negotiated with my teachers, this isn't going to be anything new to me," then I say to you, that you are underestimating the full impact of the law and the determination of the teachers, you are kidding yourself, and I am rather sure you know it. And to you, representative of the education association, I say, if you have said amongst yourselves, "They may not like this law, but we're going to cram it down their throats" or "The first time they don't negotiate, we're going to haul them into court!" or "Now we're going to show them who's in charge", then I ask you to step back and ask yourselves whether this squares with the avowed purpose of the negotiations law which was to improve employer-employee relations and provide the best possible education for the children of this state.

Let us be candid here, and recognize that the old days are gone. The negotiations law establishes a new order and you people, through your native intelligence and imagination, will have to determine how you are going to make the best of a new situation, how you are going to exercise the mutual responsibility which you have to children. How will you satisfy the requirements of the negotiations law; design a procedure within which amicable relations can exist, where as a matter of fact, ideas regarding education for the students of this district can be examined freely and openly in the light of day and where all of you can get on with the business which is at hand.

Now, there are two ways by which you can proceed. Board and superintendent, you need do nothing at all, sooner or later the association will present you with a proposal regarding which they desire to negotiate. It may be proposed salary schedule, it may be a greivance procedure, it may be a sabbatical leave policy, or a revised foreign language program, it may be a new sick leave provision, or an emergency leave provision, or any one of the other myriad of items regarding which the association envisions negotiations. Let me tell you, however, what will happen if you move in that direction. You will eventually get bogged down on such questions as do we have to negotiate, or only discuss? Who shall negotiate? Does one thirty-minute meeting satisfy the law? Do we negotiate with the superintendent or a member of the superintendent's office? Do we discuss with the whole board or confer with members of the board or negotiate with the chairman of the board. How often do we negotiate? Do we negotiate every other day or once a week? Who decides when we negotiate: during the school day, or do we negotiate in the evening? Then too, what about the representative of the association? Does he speak for himself, does he speak for the board of the organization or does he speak for all the organization? And then there is a question of who is in charge of negotiations? Who opens the meeting? Does the chairman of the board rap the gavel or is the president of the association in charge? Does the superintendent open the meeting as moderator? In other words, what's the process by which we are going to negotiate on a particular item? Then, too, what about that one board member who insists that this law is unconstitutional, and anyway he testified against it and doesn't believe in it.

What I am saying to you, ladies and gentlemen, is that until you develop a receipe or procedural agreement, with which you can live and which will guide you in implementing all phases of a negotiations law, you will repeatedly bog down on procedure as you negotiate on substantive matters. May I recommend to you, therefore, that the association draft with the assistance of its attorney, a procedural agreement which is consistent with the law, which speaks to all of the nuts and bolts of the negotiations process as ideally envisioned by the association. Let me suggest to the board that it do two things:

1. Members of the board and superintendent need to sit down and have a candid discussion regarding the question of the superintendent. Whose side is the superintendent on; how does he fit into negotiations. Let me say here, there are many arguments regarding the position which the superintendent should take. I recommend that school boards recognize that the superintendent is the board's man. By so doing you create the least frustration for the superintendent, and you avail yourselves of a skilled, knowledgeable man. Give him broad authority and he can negotiate seventy-five percent of the items regarding which negotiations will be requested.

2. You, as a school board, should draw up a procedural agreement which states from your point of view the receipe, process and procedure, by which negotiations will be conducted, covering all of the factors which come to your mind.

Ladies, and gentlemen, right about now you are thinking, "If that association drafts a document which is ideal from its point of view, and if this school board and superintendent draft a document which is ideal from their point of view, those two documents are going to be miles apart." Let me assure you that you are correct, but I want to give you equal assurance that that is, as a matter of fact, the best way to proceed.

I have a theory about the implementation of a negotiations law. A negotiations law itself will not guarantee that an association and school board are going to engage in good faith negotiations, nor will all the determination in the world on the part of the association alone guarantee that good faith negotiations will take place. Rather, after the passage of a law, the determination of a local association must initially be used to bring about a moment of truth between the members of the board including the superintendent and the leadership of the local association representing the certificated personnel. You are never going to get good faith, open, and candid negotiations until you face squarely, and deal with, the fact that a negotiations law diminishes the unilateral authority of the school board.

Some of the rights historically held by school boards are given through a negotiations law to local associations and until you have the moment of truth at which this is openly recognized, stated and dealt with, every negotiation session will become an exercise in frustration. It is for this reason that I say to each of you--draft a procedural agreement and then bring the two documents and the two sides together and through the process of negotiations arrive at a third document--one which combines the interests of the board and superintendent, and the interests of the association.

In such a third document you will eliminate those phrases or concepts which are unacceptable or repugnant to one side or the other; you will correct some of the historic ills which an association will point out and which some school boards have recognized but never admitted. In general, through the process of negotiations, neither the board position, nor the association's position will be fully realized but you will arrive at a third position--a procedural agreement under which all parties can exist anew.

Let me examine for a moment the question "How will a procedural agreement help the school board and the community and how will it help the teacher?" Briefly stated, the adoption of a procedural agreement will help by dispelling the myth that "in this district, we are all one big happy family." There is, as a matter of fact, no one single statement which worries me more than that statement. No other statement is to me more indicative of the deeply repressed hostilities which permeate the teaching personnel of the district than the statement by school board members and superintendents "here we are, all one big happy family."

Through negotiations on a procedural agreement, you can then accomplish several things. First, you will, in focusing on a procedural agreement, examine with thoroughness a process by which decisions have been historically made in your district. In so doing, you will discover some of the deep resentments which historic methods of making decisions have engendered in your personnel.

Second, you will discover how unpopular are some of the much-heralded programs which a given district is operating, and third, to the degree that a school board and superintendent are free from the desire to build empires and free from the desire to be autocratic and free from the compulsion to stifle discussion, to that degree you will permit free, open, candid analysis of proposals offered by a responsible organization of employees. Only after thorough investigation and analysis and, in many instances, hard-nosed negotiations, will a proposed policy be adopted. Your community won't always understand. The press will frequently interpret what's happening as a constant bickering. But you will understand, and that's what's important, and you will know and you will feel that the best interests of the school board representing the community, are as a matter of fact, being served.

We should look now, for a moment, at the question "How will this help the teachers?" Briefly stated, it helps the teachers' self-esteem. Teachers are now being taught in the colleges and are being told by the community that in the process of educating children they, the teachers, are the most important component. Teachers don't just teach. They also have ideas regarding their environment, their facilities, the methods and the course content. As the expectation from the community increases, the frustration caused by the teachers inability to change his situation creates again and again an ever-deepening morale condition.

Now, there may be bonafide and legitimate reasons why some changes cannot be made, why some upgrading cannot be achieved in a briefer period of time. The very fact that the teacher is guaranteed by a fellow teacher that individual and collective ideas are now being negotiated through an orderly process reduces beyond belief the amount of hostility and frustration which teachers develop in their day-to-day work. The very fact that a school board and superintendent either agrees or is forced to sit down with representatives of an employee organization to discuss the process by which school board policies are made, creates more self-esteem and good will among the teachers than a healthy pay raise. In effect, teachers are saying to themselves "I count and my voice is heard."

In closing, I should like to make a plea. Very few school districts of the states represented here have an adequate procedural agreement. Many of you have inadequate legislation, some of you have none. Many of you have as a procedural agreement, merely a statement that the school district recognizes the existence of an employee organization which has a right to negotiate. Again, most of you represent school districts with an inadequate procedural agreement. I suggest that you pursue vigorously, a highly detailed, well researched, procedural agreement which spells out exactly how policy will be proposed and implemented in your district. No single item will build greater espirit de corps or better morale for your school district.

Now, hereis my plea. As you do this be patient with each other and take adequate time with each other. It's been my experience that a district and an association negotiating the first adequate procedural agreement should count on about 25 hours at the negotiations table. You're not just negotiating an initial agreement. You're getting to know each other. You're dispelling some notions that each had about the other. You're allaying each other's fears. You're discovering that the people across the table don't have horns and you're showing to them that you don't have any either. To the teacher representatives, I say particularly, let the teacher in you come to the fore as you sit at the negotiations table, teach patiently, and remember particularly the human dynamics involved when a historic method of operating schools is rather abruptly changed through a negotiations law and a procedural agreement. Particularly as you negotiate for the first few times, don't expect the person across the table to be more malleable than you are!

Chapter 18

GRIEVANCE PROCEDURES

by

Father John Corrigan

In the year 1935, the Congress of the United States and the President of the United States signed into law the now famous National Labor Relations Act, a major bench-mark in the history of and in the evolution of our present labor-management relationships of our present-day industrial life. This act created the National Labor Relations Board to supervise union certification elections in individual shops throughout the nation. These elections would designate the appropriate unit to represent the employees or the agencies, legally authorized to deal with the employer as their agents in all collective bargaining negotiations. The act also enumerated three general types of unfair labor practices as prejudicial to the implementation of the act. It prohibited and enjoined: (1) the refusal of the employer to bargain with the designated bargaining unit; (2) the discrimination in the hiring or firing of union personnel; and (3) the recognition of or the bargaining with a company dominated union. The purpose of the law was to promote labor-management peaceful relationships, restore prosperity by assisting production and increasing wages and profits.

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By this act, collective bargaining became a national policy, the legal position of the employer was modified, the organization of unions was recognized and protected by law, and bargaining collectively concerning wages, hours, and conditions of work became an established institution in the history of industrial relations in American society.

A constantly growing Gross National Product, since the passage and two consequent modifications of this act, would seem to indicate that its enactment and continual enforcement has been a success. This record of success may be in part negated by the recitation of strike statistics which yearly increase in number, in intensity, and in violence. The law which did not remove every reason for conflict or disagreement, did, however, provide a national policy, construct a forum, and erect the mechanism by which and in which, the conflicting views and purposes of two opposing parties could find a resolution of their conflict in the best interests of themselves and of the public. This favorable governmental protection and this extensive intervention of the public into the private domain of labor-management relationships, simply did not resolve every source of industrial strife nor did it remove cause for disagreement. Expanding union membership both in the well established craft unions and in the newly founded industrial unions did not eliminate the bitter rivalry between them or resolve their conflicting claims to be the exclusive and appropriate bargaining agent. The Board spent most of the time of its infant years in supervising elections and designating the appropriate collective bargaining unit. The distinction between "good faith" bargaining and constant yielding and conceding management's traditional inalienable rights to manage, and the determination of the specifically legitimate subjects of collective bargaining, demanded decisions. Decisions and the mutual labor-management experience resulting from these decisions have constructed a corpus of industrial jurisprudence equal in length and breadth to the corpus of civil and criminal jurisprudence.

If imitation is the sincerest form of flattery, the enactment as a whole, must be termed a success. The movement to organize people with common problems and difficulties to gain the benefits of organization and to participate in the decision-making processes which effect their destinies can be observed in the farm, in the migrant workers, in sports--professional and amateur--, in the civil rights movement, and in the students and teachers of the educational system.

The law itself reserved its jurisdiction to all the employees and employers of all firms engaged in inter-state commerce. Every other type of labor-management relationship was excluded or ignored. In January of the year 1962, President John Kennedy issued the now famous Executive Order 10988, which while it does not adopt the phrase "collective bargaining", does confer on federal employees the right to act collectively and to arrive at a contract governing wages, hours, and conditions to work. Though the Order is directed to employees of the federal government, by implication, by practice and by comparable legislation, the concession and the philosophy of this Order can be extended to all employees at the state, county, and municipal levels.

The rights conferred by the National Labor Relations Act can be granted to civil employees of all levels but the experience enjoyed from this grant is not necessarily transmitted. A brief glance at the topics selected for discussion on the occasion of this Seminar suggests that the early trials and vicissitudes which arose, were met and solved in the implementation of the Act in industrial life are now matters of immediate and important concern in these new professional negotiations relationships. The topic, "Selecting Negotiations, Their Status, and Authority" suggests that many agencies are prepared to act as the appropriate agency and the actual designation of a single one, will not eliminate bitter rivalries or claims of competing professional bodies who will claim more efficiency, if elected, in the collective bargaining area. Also, "The Scope of Negotiations--Who Should Negotiate--What Should Be Negotiable?" is a title that recalls the issue of management's right to manage, and since neither the law nor the Order specifies the exact dimension of the bargaining area, nor does it list a bill of particulars of the administrator's rights to be designated as the legitimate subjects of the professional negotiations relationship, the exact scope of the Order's jurisdiction needs further clarification. Finally, the topic to be discussed later in this program, "Role and Use of Lay Negotiators or Outside Parties," implies that the rights which have been granted to the teachers by the Executive Order are too precious to be entrusted to and exercised in the trial and error method of amateurs, but should be delegated to professional negotiators with established reputations in the collective bargaining field.

If these discussions then, are to be successful and fruitful, the conclusion of this Seminar will find all of us successful negotiators and we will have executed the perfect document, the Professional Negotiations Agreement.

The three steps preliminary to the completed document, the confrontation of delegates, the eliminating and narrowing of the areas of disagreement, the concession-compromise point will have been successfully maneuvered, a contract will result which will govern and direct the teacher-administrator relationships in the daily conduct of the school life.

If we can rely on trends, past and present, exposed by the analysis of past labor-management contracts, the Professional Negotiations contract will substantially incorporate the following three general elements or characteristics:

Presently, our economic and market society rewards the successful industrial organization with profits and the excess of income versus output. In this context and in this economic life, wages determine the standard of living of the worker and his security. Not satisfied with Ricardian subsistence standards, the employees have demanded and will demand continually expanding "fair shares" as a basis for both an improvement in their standard of living and as a reward for their continuing service, for their contribution to and cooperation with the productive act. Management wages are a cost of doing business. The exact amount of wages determined and expressed in the contract will represent the exact balance of power exercised between a management's incentive to increase and retain profit by decreasing costs and the union's efforts constantly to better the standard of living and to enjoy an increasing share of the returns for the productivity of their constituents.

The ability and capacity to tax, not successful productivity in a competitive market, is the source of state agency's "wages fund". This is limited by the citizen's desire and power to cooperate. The exact distribution of this limited pie will be detailed in the newly written agreement, and the exact amount to be paid to each teacher will be specified, which specification will represent an exact balance of powers between the negotiating parties.

Wages and their determination will not be the sole concern of the contents of this newly written agreement. Teachers, well educated as they are and dedicated as they are, realize that functional security is the correlative of financial security. The expanding educational requirements, the increasingly more complex and difficult textbooks, even the concept behind the word automation, dreaded in industrial life, can make obsolete a teacher's habits, methods, and routines as well as the teacher himself. An elaborate set of "working rules" will be substituted for and will restrain the administrator's previous unilateral exercise of the power to search for, to seize, and to apply every new technological improvement in the conduct of an efficiently administered school.

Finally, this contract will recognize that a teacher may be paid well, may be secure in his profession and yet his status may suffer. It could suffer because the power of the administrator delegated by the appropriate governing agency is exercised in an arbitrary or unilateral manner. Class assignments can be allocated, rotation of the more sought-for functions can be made, discipline meted, but respect withheld. The fact that these and similar concepts which restrict the administrator's former unilateral exercise of powers will be incorporated into this new agreement does not mean the administrator's power is eliminated or totally fragmentized. It does not mean that the administrator's power will be subject to review and the teachers will have a definite role in the decision-making process which affects their destiny.

The success of this Seminar relies, as has been intimated, on the ability of those present to acquire the art and science of negotiating to a successful agreement. The acquisition of this art will be reflected in a completed contract which incorporates, specifies, and details the above elements, which would seem to satisfy all criteria and canons for a successful agreement. However, the progress enjoyed is preliminary to the final substance of the contract in its entirety and to the topic assigned for discussion at this Seminar. No contract or instrument is self-fulfilling, it is a blueprint for action. The actual physical details must be supplied, the contract is in writing and presupposes language and language presupposes interpretation. Persons other than the signatories of the agreement put the agreement into effect at a specific time, place, or in a specific circumstance. Ambiguities can arise and ambiguities can be the base for the legitimate reasons for the differences of opinion which may arise in the practical application of the agreement. The contract must supply the mechanism whereby these differences can be resolved. The contract, because it cannot foresee and provide for differences of opinion, must find a means of eliminating these difficulties in detail and provide a mechanism for resolving all of them. If complete, this contract will incorporate a grievance procedure.

Perhaps a comparison of the past and present status of a working man by reason of the introduction of the collective bargaining agreement in the industrial labor-management relationship may assist us to realize the significance and necessity of the grievance procedure in a labor-management contract and in a professional negotiations agreement. In pre-contract days, the gulf between labor-management was wide. One of the basic qualities for continued hiring of a working man was complete and unquestioning obedience. The power and the right to impose discipline for any degree of insubordination included the power to reprimand, or to suspend or discharge the worker and this power rested in the foreman--as did his power to promote, to demote or to alter the work load. This prerogative was usually exercised by the foreman and rarely was there any effective avenue of appeal from his decision. In a labor-short economy the transition from one job to another was not as difficult as today and the conditions in all plants were similar and the loss of employment was not too severe.

The interval between pre-union days and the contractual days have narrowed the gap between the management and labor in industry. Paid vacations, paid holidays, health and welfare plans, pensions, the drive for a guaranteed annual wage have alerted management and labor that hiring endows a man not only with job rights but also rights closely aligned to property rights; and that firing may also amount to confiscation of these quasi-property rights. Because of these contractual benefits the transition from one job to another, today, is no easy transition. Presently then, the power of the foreman to hire and fire has been absorbed by the personnel department and foremen usually can only initiate disciplinary action. The need for formal contractual grievances resolution then is not only practical, it is most important in a labor-management contract.

Another current industrial concept common to both the industrial and scholastic work day is the product of labor-management contractual relationships, and common to teacher-administrator relation is seniority or tenure. Both words have been accepted in contracts as self-explanatory and in theory they are. Paradoxically, in practice their meaning is so complex that their true significance can only be described in effect and not by definition. Teachers as employees have chronological age. They also have employment age, the length of time they had continuous employment age in a firm or school can confer rights, the existence of which can limit management's right to manage. In labor contracts seniority controls lay-offs in slack times and the order of return when the same jobs are refilled. Seniority rights are invoked to determine promotion, demotion and transfer. Also, a person vested with seniority powers can select preferred vacation times, shift assignments and jobs which can carry with them the premium overtime. That these two established collective bargaining institutions created by the contractual environment in practice can create difficulties, contractual and otherwise in the day to day management of a firm is obviously clear and the importance of a grievance procedure to resolve these difficulties is evident.

An issue or grievance can arise from either of two sides. Even though good will dictated the terms of the mutually agreed upon contract, the total results necessarily following this agreement cannot always be foreseen. The administrator knows that though his "rights" to conduct a school's affairs were modified, they were not abdicated, nor does the final contract provide for joint decision-making roles. The teacher is aware of new powers by reason of the contract, and he is determined to exercise this newly received power. The administrator may judge that "the good of the school" requires a person to teach a subject that is foreign to the teacher's specialized area. The teacher refuses the assignment and invokes some clause of the contract to justify his refusal. If neither can retreat from their established position a grievance is born.

A grievance is a complaint of an administrator or teacher that the one or the other has not been treated fairly in a matter seemingly or apparently covered by the agreement. Though this definition is broad enough to include a wide, almost endless list of situations, generally they follow fairly definite patterns. Among these for example, a teacher may feel that a new job assignment or a job modification may warrant a rate of pay higher than he had in his previous job classification. A teacher may also consider he has a grievance when constantly assigned students of lesser ability and his success at that level is a valid reason for his continued placement in that assignment while others less qualified may enjoy the more desirable appointments and promotions. Similarly the grievance machinery can be invoked to protect a subject against an exercise of discipline considered unwarranted or unusually severe.

The processing of this complaint may range from the most simple to the complex and elaborate. To tear another page from the history of industrial labor-management contracts and procedures may be helpful. At any time or at any location a worker may express a difference of opinion with the foreman in charge. If not resolved at this level and if his dissatisfaction continues he narrates his complaint to the negotiating president of his local, or in a more complex relationship, to his shop steward, a working man paid by the management but who can leave his assignment immediately to contact the foreman concerning the merits of the dispute and its resolution. If not resolved at this level, the complaint is reduced to writing and passed through successively higher and higher steps of the labor-management heirarchy, until the claim is mutually resolved or not. If it is not disposed of in this complex arrangement, the contract will usually provide that the grievance be submitted to a third person who will resolve the dispute with a decision, final and binding, in other words an arbitrator.

Arbitration is one of three services available in the settlement of disputes; conciliation and mediation are the others. All three have a common purpose to prevent a strike or a lockout called by either labor or management at any stage of the negotiating process. All three are common in that all threee connote the intervention of a third party in the hope of a mutual settlement of a dispute. A conciliator's or mediator's function is to assist the labor-management delegates to reach an agreement by urging settlements through compromise and concession while negotiations are in progress and before a contractual agreement has been reached and collective bargaining has reached a definite impasse.

He may do this by having separate and informal conferences with the respective negotiators when they are not in conference. Through these contacts he can possibly learn the true positions of each, what the bargaining points are, what the points are that each party will not yield. By reason of this superior knowledge he then proposes recommendations which he hopes are acceptable to both parties and eventually through the good services of the mediator or conciliator, common ground is found, agreement is reached, a contract is signed and a strike or lockout averted.

Negotiations between the parties may be deadlocked either in the steps preliminary to the reaching of an agreement or in the interpretation of a disputed reading of a clause of an existing agreement. No amount of public pressure can force the settlement. Neither party will make a compromise or concession. Both the National Labor Relations Act and the Executive Order is specific that the parties must "bargain in good faith" but the law, the Order, the grievance procedure, conciliation or mediation can not force a settlement. Still both parties, whether in the process of negotiating a contract or in the interpretation of a controversial clause of an established agreement, may submit their differences to an arbitrator. In either case the arbitrator, chosen by both parties, will render the decision final and binding on both.

Since it is presumed that both parties, though deadlocked, have entered into the negotiations with equally good faith, and the fundamental purpose of this arrangement is to resolve all difficulties without the damaging effects of strike or lockout, then arbitration would seem to have an equal influence both in contract negotiations and in contract interpretation because both parties are determined to have permanent, continuing and peaceful collective bargaining relationships. However, both parties in contract negotiation can lose by decision forced on them by a third party, possibly a stranger to their affairs, and they will have to live with and by this decision for the duration of the contract or possibly longer, whether it is equitable or satisfactory or not. Thus, both parties usually insist that any pre-contractual agreement reached is a product of their own negotiations and with exceptions the functions of an arbitrator, in this instance, are not requested. Both parties usually demand that the final terms of the contract be the product of their mutual effort. The more basic the issues, the more violent the areas of disagreement, the more both sides will be reluctant to delegate the settlement powers to a third party however impartial. Generally the parties do not have as much to win or to lose when they submit a grievance to an arbitrator for settlement as they do in the process of contract negotiation.

As the last and final step in the grievance procedure, the role of the arbitrator is somewhat altered. It can be permanent or it can be a single-shot affair. The Professional Negotiations Contract can nominate a definite person to hear all the cases and he will continue to serve at the continuing pleasure to both parties which relationship can be terminated at twenty-four hours notice of either party. He also can be nominated to solve one specific case or situation. The role the arbitrator can play is different for different industries. In industries where there is a long established, friendly bargaining relationship, the arbitrator may be a "trouble shooter". The parties may come to him with their problems whether in contract negotiation or interpretation, whether or not the complaint or issue is covered by the agreement. He is free to render his decision according to his knowledge of the persons and of the vagaries of the industry. Where, as in the case of professional negotiations contract are newly written or perhaps the negotiations unfriendly, the power of the arbitrator can be severely limited and confined to the literal interpretation of the agreement; and he will be expected to support his decision by specific chapter and verse reference to the "Bible", the agreement. If this literal, specific reading and application creates problems for either of the parties, both must live with them for the duration of the contract. When contract negotiations are reopened, the parties can bargain to exclude or include the decision into the body of the new agreement. Such bargaining will tend to develop complex, detailed agreements which because of the complexity will be drafted by men with legal experience. Even though the arbitrator decisions may set precedents and be binding in other disputes similar in fact and circumstance, it is not necessary that precedent be followed, and the arbitrator does not have to stand by precedents already established.

Parties who negotiate the agreement may designate the procedure by which an arbitrator is appointed. The selection may be left to the discrètion of the American Arbitration Association, also it may be left to the discretion of the Federal Mediation and Conciliation Service.

Usually either or both agencies will offer a list of names of people who have the qualities to satisfy the requirements of these respective organizations. This list possibly will contain any odd number of names. Each party then is free alternately to strike the name of a candidate unacceptable to either party for a good reason, a bad reason or no reason at all. The name remaining will designate that person most acceptable to both. All names possibly can be striken from the list and a request for more names can be submitted. Eventually, however, if repeated lists of candidates cannot satisfy both parties a definite arbitrator will be designated and assigned.

Even if professional negotiators can be convinced of the necessity to submit their grievances to arbitrators, the parties may not be satisfied with this method of procedure. The teacher may want a single arbitrator, management, a panel of arbitrators, and that only the chairman be neutral. In the current dispute between the King County Port authorities and the Boeing Company in Seattle, is a case in point. The County authorities want to negotiate a new contract which will alter the provision of a present lease already in control. Boeing does not favor this renegotiation. The court ordered that the matter be submitted to an arbitration board. One man will be selected by the county authorities, one man will be selected by Boeing Company and the two together will select a third to comprise the panel. Thus, the system at many points along the way can bog down in principle and practice. Teachers and administrators may be unwilling to accept arbitration, if they do accept they may disagree in the number and qualifications of the persons and also be reluctant to trust the ability of any one outside the teacher-administrator sphere to have the final word in the disposition of important issues intimate to administrator-teacher relationships. Today, labor-management experience both voluntary arbitration as the last resort in the settlement of unresolved claims passing through the grievance procedure and possibly not too acceptable at that.

The substantial reason that grievance procedures, conciliation, mediation and arbitration are to be considered is that issues democratically decided would be more apt to be acceptable. This decision and acceptance is more realistic than to suffer the major costs of disagreeing, a strike or lockout. A strike is a deliberate attempt to inflict economic harm by withholding labor from an employer; a lockout attempts the same end by denying labor an access to a place of profitable employment. The strike is the basic weapon in the arsenal of a union; without it labor could inflict no cost of disagreeing upon management, and without it labor would have no ultimate method of resisting management's demands. The reverse is true of management. The power to inflict this harm is directly related to power, bargaining power; not ethics, not justice, but economic power is exposed.

Each party is seeking to make economic gains through the contract. For labor, this could mean increased pay or fringe benefits or some modification of the present working conditions. For management, economic gain might come from the more extensive employment of man displacing automation or of newer technologies. The contract, or no contract, will depend on the cost of agreeing to the opposition's demands or the cost of disagreeing. The cost of disagreeing with labor's demand may be a slight decrease in profits; the cost of agreeing to the demand for a wage increase may be much less than the cost of a serious work stoppage. Also, the workers may be willing to accept less because of the greater amount of wages possibly to be lost through a work stoppage. A strong union, by use of its economic power, can push an increase in wages to the point where it can influence the competitive position to the firm. Or a strong management can through suffering an economic loss use its lockout power to prevent an increase in wages and force the unions' members to enjoy a standard of living less than that to which they have enjoyed. Any collective bargaining agreement reached before or after a strike represents a balance of these presumed costs rather than fairness or justice. After the balance is reached, work is resumed, wages and profits are paid and the parties themselves after imposing these mutual financial costs and losses on one another are satisfied they themselves have settled their dispute. The public itself may suffer more or less in that some would be deprived of goods, services and commodities that would have been produced in the absence of a strike, but generally to these there are substitute goods or commodities. Or the cost of the concessions may, depending on the competitive position of the firm, be passed on to the consumer. The announcement that a new contract guaranteeing an increase in wages in the steel industry was followed by the announcement that there would be an industry-wide increase in the price of this commodity and news announcement that this increase would be resisted by the government. The latest report claimed it would ignore this governmental action.

This type of social arithmetic and accounting, the application of the strategies, logistics and tactics of the marketplace and industrial life to collective bargaining arena does not find an exact counterpart in the professional negotiations of union with the state, either in grievance procedure or in computing the cost of a strike. The first few steps in solving a grievance can be adopted and serve the negotiators well. The mutual acceptance, arbitration, mediation, conciliation as an apparatus to prevent a strike is not so evident in the final steps of the settlement grievances in professional negotiations procedures.

The same state which permits and promotes the concept and practice of professional negotiations is not only sovereign in law; it is a monopolist which can control the production, in quality and quantity, but also the distribution of some strategic and essential services. Police protection, fire protection, postal service, garbage collection and disposal, education are (among many others) services reserved exclusively to the sovereign state and its sovereign judgements distributes them to its citizens with or without the competition of private industry as this sovereign judgement dictates. A desire then to concede collective bargaining rights with a union that has the power to act against the common wealth and still maintain irrevocably its sovereign and monopolistic powers inalienably creates an almost unsupportable contradiction within itself. The brief narration of two cases: the New York Garbage strike and the Seattle Community College negotiations, may dramatize the point that the analogy between industrial life, its successes and failures, must be abandoned and the professional negotiations must find a solution to their grievance procedures problems in entirely new and different concepts perhaps unrelated to labor-management history.

The collection of garbage and its disposal rates close to the bottom of human pursuits, states a July 27, 1968 article appearing in the Saturday Evening Post, and authored by Roger Kahn. As an answer to the last step in the grievance procedure, New York City has enacted three separate laws which make it illegal for a union to strike against the city. Rupp-Coudert (1938), which imposed penalties of inquisitorial severities, proved impractical. Condlin-Wadlin (1947) attempted to impose guilt on the rank and file by threatening all strikers with dismissal. Teachers and subwaymen did strike under the law, which could not be enforced, short of decimating the municipal labor force. Finally, the Taylor law of 1967 shifted the penalties from union members to union leaders. Its enactment seeks both to conciliate and to punish.

Furthermore, in this elaborate and complex grievance-solving machinery, negotiations between unions and New York City is requested, but not required, to take place through a neutral Office of Collective Bargaining. This office includes representatives of unions, government and of citizens. Theoretically, both sides will accept the Office of Collective Bargaining. In conclusion, a union that does not come to terms can be fined as much as $10, 000 a day, have its dues check-off suspended, and its leader jailed for thirty days, obviously the presumption of lack of "good faith" bargaining is against the union.

Various attempts by the city officials and the union's leaders to halt a strike failed. A strike was called, a court decision imposed the 30 days jail sentence on the leader and the garbage continued to pile up at the rate of 10, 000 tons a day, which if continued, could affect the health and welfare of every citizen of the New York community. The mayor of the City of New York and the Governor of the state clashed violently over the methods to settle the strike.

Mayor John Lindsey would summon the National Guard. Governor Rockefeller, mindful of the Ludlow Colorado massacre of the Colorado Fuel and Iron workers and the miners by the National Guard, summoned by his father, refused to summon the Guard. The garbage accumulated and 80, 000 tons of litter rotted in the streets. Governor Rockefeller usurped the mayor's function, in the name of the state he took over the New York City sanitation department, granted an increase in wages, and put the men back on the streets removing the garbage. A state lawyer remarked to the Governor that his act was illegal. The executive answered, "It certainly is, but there is no legal way to settle this strike. But the garbage is on the streets. Monday, I'm going to try to get the legislature to pass a bill that will make this illegal act legal."

The details, the facts of the strike and its conclusion, according to the author, challenged neither the honesty or integrity of the Mayor or Governor. But it did prove than an administration cannot settle a dispute, effecting the common good, by force. The function of the administrator is to channel forces rather than defy them. The cumbersome grievance machinery of the City of New York, fashioned in many details according to its industrial counterpart, seems no longer to fill the need of these new collective bargaining agencies in this newly created bargaining environment, adequate substitutions must be discovered.

On the West coast, in Seattle, Washington, a contract was completed after long and wearisome negotiations, often with the threat of strike overshadowing the negotiations. This contract made provision for a grievance procedure which had as its last stage in settlement of conflicting claims, neutral arbitration. It was submitted to the States' Attorney General's Office for approval, on the legal grounds that it violated the January 7, 1955 State Supreme Court Decision relating to the states' sovereignty and arbitration as the bargaining away of inalienable rights.

A summary of the facts of the case and of its disposition may be helpful in the conduct of this seminar, inasmuch as reaches back, in its precedents, to the famous Schetcher case, in which decision the Supreme Court of the United States killed the National Industrial Recovery Act. "Under our form of government, public office or employment never has been and cannot become a matter of bargaining and contract", states the jurist. He continues, "Except to the extent that all the people have themselves settled matters by writing them into the Constitution, they must be determined by their chosen representatives who constitute the legislative body. The case then cites the rule of law tolled the death knell of the National Industrial Recovery Act and which incurred the strong reaction of President Roosevelt to threaten to pack the court with younger and more liberal members than the 'nine old men'." "It is a familiar principle of constitutional law the legislature cannot delegate its legislative powers and any attempt delegation thereof is void."

"At a municipal election held in the city of Everett (a city of the first class) in March, 1952, the voters passed an initiative which amended the city charter so as to provide for the submission of disputes arising between the firemen and the city as to working conditions, wages, and pensions, to a board of arbitrators.. As amended, the charter provides that, in the event the city commissioners and the firemen cannot agree on wages, pensions, or working conditions, the firemen shall appoint one arbitrator, the city commissioners one, and the two a third arbitrator, who shall be chairman of the board. The arbitration board is then given full power to fix wages, pensions, or working conditions of city firemen, and its decisions are binding upon the council and the firemen. No standards are prescribed to direct the board in its determinations."

The summation continues, "In 1953, the firemen sought to bargain collectively in the matter of salaries. No agreement was reached, and the firemen then notified the city commissioners that they had appointed an arbitrator. The commissioners refused to appoint an artibrator."

"The city of Everett, under its police power, maintains and operates a fire department for the protection of its citizens. It erects fire stations, purchases equipment, and employs men trained in the skill of fire fighting. If the firemen have any complaint regarding working conditions, wages, or pensions, they take the matter up with the council, the legislative body of the city. The council is limited in its expenditures by the city budget. It must consider the ability of the citizens, through taxation, to pay increased wages. At the same time, it may be confronted with the possibility that if it does not grant an increase in wages, some or all of the firemen might quit, with the result that the citizens might be left with inadequate fire protection. The concern of the legislative body is the welfare and protection of the people of the city. A problem such as this requires the exercise of discretion."

The judge then concluded: "Can the legislative body abdicate its responsibility and turn it over to a board of arbitrators whose decision will be binding upon the legislative body and the firemen? Clearly it has no legal right to do so. The theory of delegation of authority is that the person or group, to whom authority has been delegating such authority. That is not the situation here. Here the council would be stepping out of the picture entirely, and the arbitration board would be performing a function which, by law, is the responsibility of the council.

If the council had no legal right to so abdicate its responsibility in this matter, the people of Everett had no right, under Art. XI, #10, of the state constitution, to require the council to do so. The charter amendment complained of contravenes and makes ineffective the state legislative act vesting the legislative powers, together with corresponding responsibilities, in the city council."

Chapter 19

"WHO REPRESENTS THE BOARD"

by

Michael G. Boivin

The question of who represents the board in negotiations is constantly being asked. Many factors affect the choice of negotiators. To determine who should do the negotiating, the board must take into account legal restrictions, size of the school district and the formality required. In light of the Washington statute which specifically states that an employee shall ". . . . meet, confer, and negotiate with the board of directors of the school district or a committee thereof. . . " and in view of the Attorney General's Opinion which stated "We see no basis, under this statute, for a school district board of directors to delegate to a district employee the authority to negotiate with the employee organization on behalf of the board, " it seems improbable in Washington State, unless the law is changed, that districts legally can employ a "chief negotiator" as a sole negotiator.

Of course, a reading of the statute indicates that an employee organization before they meet, confer and negotiate with the board must proceed through "established administrative channels" in the

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district. Certain districts may at this point employ a staff person to handle some of the preliminary negotiations. Some of the large districts in Washington, such as Highline, Bellevue, Tacoma, and Seattle have already done this. I think, however, that the law and subsequent Attorney General's Opinion are eminently clear in that the employee group has a right, if they decide to elect it, to meet, confer, and negotiate with the board of directors itself or a committee thereof. In other words, in Washington the school board represents the board!

Opinion varies as to the best make-up and size of the negotiating team. If a board conducts its own negotiations, then, experience to date suggests that the board's negotiating team should consist of two of its most experienced and capable members. This is a rule even though negotiations have been conducted successfully by a single negotiator, and in another state by a board of nine. Our association does not recommend that a majority of the board serve as a negotiating team. We do recommend that the board's negotiator serve for a definite time period (at least one year) and negotiate all the issues. Likewise, the teachers' negotiating team should have a single spokesman and occasional caucuses should be encouraged.

It should be obvious that there are some particular skills which a negotiator must have in order to proceed effectively. Such skills are very important if you accept the concept that negotiations can be used to improve board-staff relations, to increase teacher morale, and to improve the educational process. These skills include flexibility, courtesy, honesty, patience, and even empathy.

There are other areas in which a negotiator needs to be skilled. A good negotiator must have basic legal knowledge. By that I mean that he must have access to information concerning the laws that relate to education, to certain State Board rulings and interpretations, and have the general legal sense to help him gauge the effect of a specific wording in an agreement or to identify trends both in education and negotiations and to assess their value. In addition, he should be knowledgeable in both industrial and social psychology in order to understand how groups function and their probable adherence to objectives posed by organizational desires and institutional loyalty.

Other personal qualifications were expressed by one writer as follows:

> "A man who heads up the bargaining committee should be one who appreciates the art of communication, who respects the need not only to communicate at the level of feelings. He needs patience and tact, but not too much. He is best if he has disciplined himself to listening, at the same time being somewhat adept in channeling thinking along constructive lines. In my judgement it is best if he is the one who has had and will have the responsibility for the development and maintenance of effective relationships with the union, who will participate in the administration of the agreement once it is signed. Certainly, he must possess a thorough knowledge of personnel administration as well as being knowledgeable in the various approaches to collective bargaining--all this adding up to a wide knowledge of the labor scene and possessing a skill of a particular nature."*

While these qualities are most important in a chairman, they should also be sought in other members of the team.

For the benefit of the other states represented here where "who represents the board" is not legally defined as in Washington, let us examine other possibilities.

Consider the possible use of the superintendent as the negotiator. Traditionally he has carved out for himself the role of "educational leader" playing down his function as manager. It seems very likely that the process of negotiations will force the role of manager upon him. It does not seem possible that the superintendent can avoid this new task, particularly with teacher organizations undergoing a concerted drive to invade and decision-making areas which traditionally have belonged only to the administration and to the board. In a recent doctoral dissertation entitled "Role Expectation of the Superintendent in Teacher Negotiations" the author concluded that:

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*W. D. Heisel and J. D. Hallihan, Question and Answers on Public Employee Negotiations, 1967, Public Personnel Association, p. 72.

> "It seemed apparent from the results of the study that if the superintendent were to represent either group in a negotiations process with consensus of the groups (teachers, school boards, superintendent)--he should serve as the agent for the board and not the teachers. This conclusion seemed to imply that the superintendents, board members and teachers viewed the superintendent as spokesman for management. The general pattern appeared to indicate that the teachers should represent themselves in negotiations and feel free to request assistance from the superintendent as they negotiate with the school board."*

If this analysis is correct, then it would seem that although superintendents have indicated very often that ideally they should represent both parties, in actual practice they are board oriented. Thus far, in Washington, I know of only one or two cases where the superintendent has conducted all negotiations with the teacher representative group. However, in many districts, assistant superintendents are becoming more involved as the board's chief negotiator, particularly for the purpose of negotiating with other than certificated personnel. Further, we note from information we receive that an increasing number of districts throughout the U. S. are soliciting persons versed in negotiating, and in grievance and arbitration procedures to fill positions as assistants to superintendents.

Another professional who represents the board is its attorney. His skill can be utilized in drawing up agreements which result from negotiations. In the book titled A Journal of Collective Negotiations, published by the New Jersey State Federation of District Boards of Education, Mr. Irving Evers, attorney for several school boards in New Jersey expressed the following position at an institute held in that state.

> "It is the lawyer's function to write and draft agreements, but in connection with negotiating with professional organizations, such agreements should be drawn with the idea in mind that their interpretation in all probability would be by an arbitrator and not necessarily by a court. We must not

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* Orin B. Fjeran, 1968, University of Oregon, p. 92.

lose sight of the fact that this eventuality poses problems considerably different from those that might be encountered in a court proceeding, since arbitrators view such agreements in a much different light than do the courts, and they view them in the light of their experience and with the basic knowledge of what is going on in the labor relations field. Attorneys must keep in mind that any agreement which is prepared is likewise to be subject to change annually and any such agreement will be based upon the relationship between the parties, measured by a yardstick rather than a micrometer."**

The final source of who represents the board is the consultant. In selecting a competent consultant there is an additional hazard for there is no organization or association, such as the bar association, to verify his credentials. It can be generally said that there are individuals who masquerade as consultants but cannot produce.

A good consultant, operating as a specialist in a restricted field, can be invaluable. School districts have traditionally used outside consulting services to aid them in identifying and implementing their internal resources in education and curriculum oriented areas. There is a trend for districts to rely more on outside sources which can offer services in management and administrative areas.

Regarding the specific problem of professional negotiations, a district can chose a consulting firm to assume either of two very different roles. The consulting firm either can be a representative of "one side" or can act in more of a mediation capacity, concerned primarily with guiding all parties concerned through the negotiating process. One of the most important services which a consulting firm can offer a district regarding professional negotiations is in developing internal district capability to the point where the district can approach negotiations in a confident and orderly manner. Good consulting firms should be able to develop such specific areas of interest as:

1. long-term negotiating objectives

2. a prediction of employee association negotiating objectives

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**John Metzler, 1967, p. 26.

3. a clarification of the potential obligations and liabilities inherent in the negotiating process

4. the development of specific agreement language which will insure that negotiating objectives are met

It is apparent also that the negotiating process cannot be isolated from the other administrative functions of a school district. Other consulting services which a school district might find indirectly related to the negotiating process include management reporting and controls, educational accounting, program budgeting, long-range planning, data process applications, and general systems and procedures.

Probably the best way of obtaining a consulting firm is to investigate its background and obtain reactions from districts that the firm has served. A consulting firm, if properly controlled and guided by the client district, can offer a variety of services and assistance which would not otherwise be available to the district.

We have spent considerable time in going over the question, "Who should negotiate for the board?". While explaining that Washington law clearly defines negotiations as being a process which must be conducted by the board or a committee thereof, we have given illustrations of using other professionals to assist school boards in their negotiating. Actually, it would be possible to have negotiations done successfully by a school board member, an administrator, an attorney or a consultant. Whichever is the case, there are certain personality traits which all negotiators must have. Basic to all of these qualities are knowledge, skill and attitude. It is mandatory that a negotiator possess all three of these personality traits. Hopefully, he will also possess additional traits that we have previously discussed.

We hope we've given you some insight in deciding who represents the board in negotiations.

Chapter 20

'WHO REPRESENTS THE ADMINISTRATION

by

Evelyn Estes

Thank you, Dr. Shaw. I would agree with what Mr. Boivin said about the qualifications of a negotiator. But I would add one other very important qualification--a sense of humor. I want to tell you a little story about that. The first time we were negotiating with the attendance teachers, the chief negotiator for the union was a Mr. Jones who was a very serious gentleman. We were discussing the subject of damage to personal property of an attendance teacher while he might be on duty. The board's position was that we were willing to reimburse them for damage occurring on our property, where the board had some control over the environment. We were not willing to cover them while they were out on the street somewhere. Mr. Jones said to me very seriously, "But Mrs. Estes, you don't understand, I might be assaulted on the street, and I might be stabbed, and then I would have to have my suit mended." I couldn't resist the temptation to inject a little levity into the discussion so I said, "Only if you survive, Mr. Jones." Everyone laughed, and we went on to resolve the matter.

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Mr. Boivin said a couple of things about legal considerations. I would like to comment briefly on that, because I have a little different opinion. He indicated that the law in Washington and Oregon says that the negotiations must be with the board itself, or a committee thereof. Therefore, there is some question as to whether an outsider, not an employee of the district, could negotiate in behalf of the board. I am not a lawyer, but in my opinion there is a difference between actually sitting, physically, at a negotiating table, and being the spokesman who is doing the actual negotiating.

You know, lawyers do differ very widely in their interpretations of such language in the law. One lawyer will say, "If something is not specifically prohibited, then you may do it." The next lawyer will say, "If it is not specifically permitted, then you may not do it." So, I would say that that part of a law probably could be subject to several different interpretations, and therefore, an outsider could be the actual negotiator while the board members merely sat in on the negotiations.

I am speaking today on "Who Represents the Administration?" I can't discuss with you, at this moment, the role of administrators in negotiations because that is the subject of my speech tonight after dinner. Therefore, I will talk primarily about the use of outsiders, as Mr. Boivin mentioned, in negotiations. I will also just touch very briefly on the problems of having lay negotiators--someone within the system who is really inexperienced--as a negotiator.

If I'm on the board's side--that is where I usually am--I definitely prefer to have an experienced person on the other side. This makes it really very much easier to reach an agreement. The two professionals understand the ground rules and how the game is played. You usually end up getting an agreement more quickly. If, however, I were on the union side, I would very much prefer non-experienced people on the board side. If that were the case, I would find it very much easier to take advantage of them, especially in the very important area of "negotiability" or which subjects are proper for collective bargaining.

I do understand that there are not too many people available who have labor relations experience in public education specifically, or even in government. Many school boards and administrators are leery of the outsider. They say, "Well, we are different--teachers are different, schools are different--it is not the same as business or industry." I don't agree with that. I feel that there are great similarities between teaching and other service types of industries. Very often it is said that a teacher is different because there are no quantitative measurements possible of his output--his work output. Well, there are many other jobs of that kind.

I can mention, for example, other very professional people, in jobs which require a very high level of education and training, where they have been unionized for years. Others have become unionized more recently who are also in the professional category. These include airline pilots, officers of merchant vessels, journalists, engineers and scientists and nurses.

There are, in my view, more similarities in the field of labor relations than there are differences. Let's take the example of a nurse. A nurse has "X" number of patients, just as a teacher has "X" number of pupils. A nurse must administer medication or take temperatures--a teacher must give tests and assign papers. A nurse must make reports on the condition of the patient--a teacher must grade exams and give grades to the pupils. They both have an assigned time of duty: a nurse works a particular shift, and the teacher works the school day.

When I, as a professional negotiator, come into a situation where I am talking about the basic terms and conditions of employment (such as salaries, fringe benefits, pensions, health plans, working hours, overtime, provisions, holidays, vacations, leaves of absence, seniority provisions) it really isn't so different talking about teachers than it is talking about some of these other professional people. Certainly, this is true also of grievance procedures and certain union rights matters, such as check-off, or bulletin boards, and things of that sort.

This is not to deny that the outsider may find it difficult, initially, to familiarize himself with all of the particular working condition items of the business or the organization. Any labor relations practitioner has to learn the industry. There are differences. If I were to negotiate in the airlines, I would have to know about the airlines. If I am negotiating in hospitals, I have to know about the hospitals.

My own experience (the second day I started working with the Board of Education in early 1963) was that I went in and started negotiating with guidance counselors. I didn't know much about guidance counselors, but I did know about labor relations. They didn't know about labor relations, but they knew about guidance counselors. So we swapped information for a while.

The other thing about using outsiders is that it must be assumed that there are resource people--within your school system--who are going to be supplying some certain basic data and information to the negotiator. They are going to assist him in carrying the board's side of the negotiations.

As Mr. Boivin said--and I agree wholeheartedly with this--it is very important to get started on the right track in the first agreement. Inexperienced people--this is where the difficulty is with lay negotiators who are inexperienced--very often give the store away unwittingly. Then they can never go backward. That is one of the things about labor relations--you just can't go backwards very easily.

The most serious problem, or result, of having inexperienced people is in giving away management prerogatives. This is the area which is of major concern to administrators. That is why I would think that the administration would want to be represented by somebody who understood how important it is not to give away the things that are important to them. For example, there is the area of supervisory judgments, the right of the supervisor-administrator to make assignments, matters of educational policy and the right to introduce experimental programs. An inexperienced negotiator can very easily give away things that infringe upon the right of an administrator to operate effectively in these areas.

Therefore, I would say that the main problems with a lay negotiator versus a professional outsider are in the area of negotiability (that is those items which are proper subjects for collective bargaining) and in negotiating a grievance and arbitration procedure, because that is the heart of any collective bargaining agreement. Whether it is this year that you are asked to guarantee an annual wage, and it is next year the unions want sabbatical-leave type of vacations, and so on--those are fashions in bargaining. But the heart of your agreement is always your grievance procedure and your arbitration procedure.

Another area which is difficult for lay negotiators is the area of union rights. I recently had a union in New York point out to me an agreement which had been concluded by a small city in Delaware, where they had given a union shop to a union representing city employees. In my view, this is illegal. When the union in New York brought this to me as an example to back up its demand for a union shop for the employees it represented at the Board of Education, I said to them, "The only thing that proves to me is that the people who were negotiating for that city didn't know what they were doing."

Chapter 21

ADMINISTRATOR'S ROLE IN THE NEGOTIATING UNIT

by

Evelyn Estes

Thank you, Dr. Lewis. Good-evening, Dr. Shreeve and fellow combatants. I was interested to see that yesterday Mary Ellen Riordan was here from Detroit and talked about the More Effective Schools. I haven't had the pleasure of meeting her, but I have had the pleasure of talking about the More Effective Schools.

This afternoon we talked a little bit about the role of an outside third party to help in negotiations, such as a mediator. I thought you might be interested in a story that happened during the last negotiations in 1967 in New York City. We eventually landed at the mayor's residence, which is called Gracie Mansion (and was quickly renamed "Crazy Mansion"). We went through days and nights, and days and nights. The mediator was not a school person, but he was a good mediator. He came in this one time--we (the board representatives) had been there through the night, and it was about three o'clock in the morning. One of the major impasse items was the More Effective Schools, because the union considered this their baby. It had been tried out in Detroit and in other places, and they wanted more money for More Effective Schools. The mediator came in, and we were sitting there waiting for what he had to say. He began with, "Now look! About the More Expensive Schools!" Not being aware of his slip of the tongue, he never did realize why we all started to laugh.

INTRODUCTION

I want to tell you right off the bat who I am, if you don't already know. I want you to know what my bias is from my background. I am not a teacher, except that I did have a short stint on a college faculty. I am not a lawyer, although you may find me lapsing into some "legalese" from time to time. I am a labor relations expert with experience in industry. Since the beginning of 1963, I have been with the New York City Board of Education, doing labor relations work in the educational field.

DEFINITIONS

The next thing I want to do is make sure we all know what we mean by the words we use. When I talk about the "board"--I use that word a lot--I am talking about the Board of Education as an organization, as the management, as the school district, as the system. When I am talking about board members, I'll call them "board members". I think sometimes they are called "school committee" and sometimes they are called "the Board of Directors of the School District". When I am talking about the board members themselves, I will use that term.

When I talk about the employee organization, I am inclined to use the word "union", because I am used to dealing with AFT affiliates. I realize that the NEA group characterizes itself as a professional association. I have no quarrel with that, but I do believe that when they are representing their membership in collective bargaining, then they are making like a union.

When I talk about pedagogical employees, I am talking about the ones you call "certificated". In New York City there are eight bargaining units of pedagogical employees: the classroom teachers unit, the attendance teachers unit, the guidance counselors unit, the school secretaries unit, the psychologist and social workers unit, the lab assistants unit, the auxiliary teachers unit--these are the bilingual, Spanish-speaking people who do not teach, but work in the schools where there are many Puerto Rican children--and, finally, there are the research associates and technicians. (The latter one was not involved in our 1967 negotiations. It was recognized as a certified bargaining unit just recently.)

When I talk about administrative employees (perhaps I better not use that term, because in New York City that means the non-pedagogical) I am talking about the ones you call "non-certificated". We have clerks, stenographers, laborers, motor vehicle operators, architects and engineers, school lunch employees, school aides, audio-visual technicians, film inspection assistants, and building trades, and it just goes on and on. In New York City there are many different administrative bargaining units, but I am not going to talk about those tonight because this whole session is teacher-oriented.

When I talk about what we are talking about here, I use the term "collective bargaining". I know that the NEA uses, or prefers to use, the term "professional negotiations". To me it is "collective bargaining" because that is what we have had in this country under, first, the Wagner Act, and now under the Taft-Hartley Act for many years. Regardless of which term you use, we are talking about a bilateral process resulting in an agreement between two parties. The laws usually talk euphemistically about it as "an orderly process to promote harmonious and cooperative relationships between employees and employers".

I want to point out also that I use the word "negotiations" differently from the word "consultation". Somebody mentioned in the position papers that there were different kinds of negotiations, but I don't believe that. "Negotiating" is reaching an agreement between two parties--a bilateral process. "Consultation" is a bilateral process, but it is a discussion, an exchange of views, and agreement is not necessary. The final determination of the particular policy is a unilateral one by the management. That is "consultation".

I also noticed that some people avoid, or use in quotes, the term "labor-management format" as if that is some sort of a dirty word. I don't believe that it is. I think "labor" doesn't mean "laborer"; it means the work that is accomplished, or the part played in society by workers. "Labor" means those who perform the particular functions which are the basis of the business of the organization. That is why the organization is in business. "Management" is simply those people who oversee the people who do the work, and they do have some other responsibilities -- such as financing, budgeting, over-all planning, policy making, and so on. They are a group, and they usually act collectively.

I have gone through this because it is setting the background for what I am going to say now on my topic, which is "The Role of

Administrators in Negotiations". I am addressing my talk, mostly, to the school board members and to the administrators who are here--not to the teachers. But you teachers are welcome to listen to see how the other half lives.

STATUS OF ADMINISTRATORS

First of all, we have to define "administrators"--we're back to definitions again; like any good law we have to define everything. In New York City, being such a large system, the supervisory hierarchy is vast. It ranges from assistants to principals in the elementary schools, administrative assistants in high schools, chairmen of departments in high schools, then on up to the principals at different school levels. There are also directors of different subject-matter areas, assistant superintendents, who may be either district--they have a district of the city which they supervise--or they may be the head of a division, like the high school division, for example. You also have the board of examiners, which is a quasi-autonomous body set up by law to decide whether everybody is qualified to do what they are doing. Then there are the deputy superintendents in different areas, and one executive deputy and one superintendent of schools. All of those people, in New York City, are considered "administrators".

After you define them as administrators, I think you have to separate out their status, as in the collective bargaining context, as to whether they are part of management or not. You must decide whether they are representing management or whether they are pursuing their own interests in their own employment situation as employees of the school system.

It is very true that the lower echelons that I mentioned--the assistant principals and so on--might be considered to have a greater community of interest with teachers than they might with the higher levels of supervision. They might be called "working supervisors", to use an industrial term. However, other of the administrators, because of their administrative responsibilities, have a conflict of interest in many areas with teachers. It depends on the degree and the nature of the supervision, as to where you draw the line between supervisors (administrators) on the one hand, and teachers (rank and file) on the other hand. I think one of the main ways you can tell the difference is whether the administrator has the authority to discipline or to evaluate the performance of those under him. That is a crucial test of a conflict-of-interest situation in collective bargaining.

Under the National Labor Relations Act, which has set the pattern for labor relations in this country, supervisors are not covered by the Act at all. They have the right to organize, but they have no protection under the law--none at all. Supervisors are defined as those who hire, fire, discipline, reward, and so on. Under NLRB rulings, if a supervisor tries to influence election results among employees, either for or against a particular union, that is deemed to be an unfair labor practice.

The Board of Education in New York City enunciated its policy of labor relations in 1962. It was a voluntary policy not mandated by any law. This policy specifically excluded all supervisors. Of all of those administrator titles which I listed a few minutes ago, not one of them had collective bargaining rights in New York City. They were recognized for consultative purposes only. Now, however, in New York State we have this new law, called the Taylor Law. It became effective last September. In the new law the definition of an employee is very broad. It could be construed as all public officers and employees except elected officials. It does not specifically exclude supervisors, as does the National Labor Relation Act, the Federal Executive Order 10988, and some of the state laws covering teachers, such as Wisconsin.

Under the new Taylor Law, a clarification of the definition of an employee is just emerging through decisions being made by the Public Employment Relations Board, set up under this act. In a recent decision regarding the state police division in New York State, the Board, which is called PERB, ducked the issue of whether or not certain "executives" (those who negotiate with representatives of employees, and those who directly act for management, both in formulating and executing labor policies) are excluded from coverage under the law and, therefore, are not entitled to any representation. In this decision, PERB did separate out "supervisors", or middle-management, from rank and file. They designated two bargaining units as being appropriate. One was the commissioned officers (majors, lieutenants, and captains) and the other was non-commissioned ranks (such as sergeants, corporals, and troopers).

If you apply these emerging concepts to the teacher situation and administrators, you may find that the highest level might be excluded altogether. This might be, in a particular system, the superintendent, possibly an executive deputy, or possibly a deputy.

When you talk about units--bargaining units--you may find that there will be a separation between the administrators (the assistant superintendent level down to principals) and the teacher group which may or may not include those working supervisors I mentioned.

Interestingly enough, under the Taylor Law, New York City has enunciated its own labor relations policy. In their Executive Order 60, issued in January of this year, they talk about "managerial assignments". These assignments are designated by the Mayor on the recommendation of the personnel director, the budget director,and the director of labor relations. The Order excludes all of the top executives in these assignments from representation for collective bargaining purposes. Even further, they are not entitled to any grievance procedures. It is really very interesting.

I noticed in the Washington Law that collective bargaining for teachers covers "certificated employees"--those holding regular state teaching certificates--except the chief administrator of each local district. The Oregon Law covers "certificated school personnel" below the rank of superintendent. Therefore, it is very clear, at least, when we talk about administrators, whose side the superintendent is on. It may be that other levels of administrators are entitled to seek representation regarding their own employment interests, possibly in a separate unit from teachers. However, I will be discussing here tonight the role of the administrator as part of the management team in negotiations with--that is against--teachers.

EFFECTS OF COLLECTIVE BARGAINING ON ADMINISTRATORS

What are the effects of collective bargaining on administrators? They are rather serious. First of all, we have to recognize that collective bargaining affects every facet of the school system and the administration, even though some matters may not be considered negotiable (such as, for example, the construction of school buildings). Collective bargaining becomes a matter of establishing priorities. If the matters that are being negotiated use up too much money, then you might have to reduce or eliminate some of the matters that are not negotiable, because you have not got the money left in your budget. Another pervasive change that takes place, of course, is in the consultative process. There, the teacher-representatives are no longer hand picked by the administrators. The administrators now have to consult with the representatives who are selected by the teachers themselves. That makes a great difference.

Secondly, it is absolutely true that collective bargaining means that some of the previously discretionary powers of administrators will be infringed upon. This is especially true where the system has been run on a paternalistic basis with favoritism being shown in the making of decisions affecting teachers. You who are administrators must substitute in these instances objective criteria. You can still use your judgment within guidelines which may have been set up for you, if that area of judgment has been preserved for you in the negotiations. You, as administrators, must also be prepared to defend your actions via the grievance procedure. You now have a union looking over your shoulder, and they have the power of an organization which is quite different from that of an individual teacher.

The third thing about collective bargaining--besides the fact that it is here to stay--is that, like other modern inventions it does have both advantages and disadvantages. It is like the telephone. It is great to be able to call someone when you want to, but it isn't so great to be interrupted or have an intrusion on your privacy when you don't want to answer it. I would say one of the advantages to administrators of collective bargaining, is that policies on employment and working conditions are set for a pre-determined period--that is, the term of the contract--and you are not subject to never-ending discussions where you can never reach a final point. It also provides a rule, in many cases, for certain administrative actions of the administrator. This gives him more freedom to make educational decisions.

THE SCHOOL ADMINISTRATOR AND NEGOTIATION

I have been asked specifically to discuss the publication, The School Administrator and Negotiation, which is published by the AASA.

One of the authors is George Redfern, who gave that excellent position paper last Sunday on behalf of the AASA. I also think that it is an excellent book, and I would recommend it, though, of course, I do not completely agree with everything in it. I think some of the theories sound very good, but I do not know that they would work out too well in practice.

The book is based on the premise, or concept, that the board of education is the "ratifier" of the agreement that results from collective bargaining. In other words, the board of education is comparable to the board of directors in industry. In industry the board of directors is responsible to stockholders and consumers. In education, the school board is responsible to the public -- that is, the taxpayers and parents. The book goes on to say that in the collective bargaining situation, on the board's side, there are a number of people the board members themselves, the superintendent, department and division heads, principals, supervisors, and consultants. (I presume by that the book means outside consultants and legal consultants). I think it left out one possibility, that is of having a labor relations specialist on the staff of the school system itself, such as we have in New York.

The book proceeds to outline various models for negotiation, as to the role of school administrators. I believe that all of you have gotten a copy of this. In all cases, you will see that the board members remain as ratifiers only -- not direct participants.

In model one, the superintendent is the chief negotiator. This is construed to be somewhat of a disadvantage because it leaves him alone to face the crowd in an adversary role. He may not have the time or the skill to fulfill such an assignment.

In the second model, you have a professional negotiator as the chief negotiator. The superintendent is liaison between him and the board members. The disadvantage to this, the book says, is that it is the typical labor-management format. But, as I have said, I do not think that that is necessarily a dirty word. I believe that that is just exactly what it is -- a typical labor-management format.

Model three has an administration team with the superintendent as chairman and with central office administrators and principals on the team. It suggests that someone else could be the chairman besides the superintendent. To this I say "Nonsense!" If the superintendent is there at all, he must be the chief spokesman. The only one possible exception to this rule would be if he had a professional negotiator as spokesman. I have talked this afternoon about the "Estes Law of Collective Bargaining"--that the union seeks the highest level of authority which it thinks is available to it. If you have the superintendent and the assistant superintendent at the meeting, and you, the assistant superintendent, have been designated as the chairman, you will find that the union will start playing you off against the superintendent, and he is the one who is going to have to take over because he is the highest level of authority in the system at that particular stage of the negotiation.

The fourth model shows another administration team with an assistant superintendent as chairman, again with central office administrators and principals. The superintendent acts as liaison between the team and the board members. Therefore, he does not have to spend so much time in negotiations, which is somewhat of an advantage. After all, he still has to run the system while negotiations are in progress.

Model five is again an administration team, one composed of various representatives from the superintendent's staff. One of them is designated as chief spokesman and the superintendent is sort of in between as a "consultant" to both board members and the administration team. The team reports directly to board members. The book says that the superintendent is the "coach", and the team's spokesman is the "team captain".

NEW YORK CITY EXPERIENCE

Let me tell you how we did it in New York, just as an example. First of all, as I have said, collective bargaining was a strictly voluntary effort when it started in 1962. It was not mandated by any law. We had the unique opportunity of being able to formulate our own program which was developed by my supervisor, Miss Ida Klaus, who is an attorney. Miss Klaus was formerly Solicitor of the National

Labor Relations Board. She was Labor Counsel in New York City. She was on President Kennedy's Task Force on Employee Management Relations in the federal government which resulted in Executive Order 10988. This Order 10988 was devoted to seeking employee-management cooperation in the federal service. She is considered to be "the" expert in this country in the field of labor relations in the public service.

ROLE OF BOARD MEMBERS

Under the program that was developed, the board members were considered to be the ratifiers. Very rarely did board members become involved directly in negotiations. The first time they did was in the first go-around in 1962. They had a plethora of little sub-committees involved in different parts of the bargaining, and there was chaos. Miss Klaus came in as a consultant, and she pulled together the first agreement that everybody had been fooling around with in bits and peices. In the last go-around in 1967, the board had a sub-committee on labor relations which consisted of three members out of the total of nine. They had one meeting with the union's top negotiating team, just to hear the union's views on major impasse items. During the strike, the full board met at the mayor's residence and heard the plea of Mr. Shanker (who is the union local president in New York) on one item. All of the board members then voted on the final offer to be made by the board, as it had been hammered out by the negotiators and mediators.

I think there are very good reasons why board members should not be personally involved in negotiations. First of all, collective bargaining is just too time consuming for the members themselves. I know it is very glamorous and makes the headlines, but it is an awful lot of hard work. In 1967 we had 120 negotiating meetings between January and the end of July. They averaged out at about two hours each, or 240 hours in all. That is six 40-hour weeks of time. You also have to remember that the negotiating meeting is like an iceberg. The meeting is the top, and the preparation and collection of data, and decision-making takes about twice as long behind the scenes. In August and September we met continuously with the union. I, myself, worked 31 days straight, Saturdays, Sundays, holidays, morning, noon, and night--through the night--31 days in that particular phase of the bargaining. I don't think many board members, who don't do this as their full-time job, would have that much time available. I hope that none of you have to work that hard either.

Another disadvantage about having board members directly involved is that a board member at the bargaining table would be making final commitments, but the union would not. You see, the union still needs ratification of the members--who can reject the board's offer--but a board member, once he personally made a commitment at the bargaining table, could never go back on the commitment, while the union could. So this upsets the balance. A negotiator acting on the board's behalf can always trade off in an impasse situation. He can retreat and revise previous offers, because all of his offers are tentative pending final ratification by the board members, just the same as all the union's acceptances are tentative and subject to final ratification by the membership.

ROLE OF THE SUPERINTENDENT

In New York, the superintendent's role, as in the models outlined here, was definitely on the management side. He was very closely involved--first, as a consultant to the board members and the negotiating team; and then later as chief negotiator himself. Actually, the 1967 negotiations with the UFT for those seven pedagogical units were conducted in a way which combined almost all of these models, with different formats being used at different stages of the negotiations. (Negotiations for the non-pedagogical were conducted differently, but as I said, I don't have time to talk about that and we are teacher-oriented here anyway.)

This is the way we organized for the negotiations. The superintendent was in responsible charge. All matters of policy were to be determined by him before any positions were to be taken. He approved all items of tentative agreement. Now how did this work out? Actually, the director of staff relations, Miss Klaus, was the inside professional negotiator who acted in behalf of the superintendent. She had administrative responsibilities for the conduct of the negotiations and acted as coordinator of the negotiations. She was assisted, of course, by her staff, including myself as assistant director. So, the director of staff relations acted as the superintendent's "arm" in the negotiations in the initial stages. The superintendent delegated much of his responsibilities to her and her staff.

ROLES OF OTHER ADMINISTRATORS

There was a negotiating team which was composed of the executive deputy superintendent as chairman, director of staff relations, two deputy superintendents--one for business administration and one for personnel--five assistant superintendents--there was one for high schools, one for junior high schools, one for elementary schools, one for special education and pupil personnel services, and one for what we call "community education". That was the negotiating team.

The members of the negotiating team headed up sub-teams by subject matters: salary and welfare items were handled by the deputy for business administration; personnel items were handled by the deputy for personnel; labor relations and union rights matters were handled by the director of staff relations; any school level or functional chapter matters were handled by the appropriate assistant superintendent; general or over-all matters were handled by the main negotiating team reduced to four members--the executive deputy as chairman, the director of staff relations, and the two deputies.

We also had an advisory committee of other school administrators. This was composed of the president and the chairman of the resource committee for negotiations from each of the following professional associations: the Assistant Superintendents Association, the High School Principals Association, the Junior High School Principals Association, and the Elementary School Principals Association. Here is where the middle management administrative groups came into the picture. (We also, incidentally, set up meetings with parent and community groups to discuss the negotiations.)

CONDUCT OF NEGOTIATIONS

Now I will tell you about the actual conduct of the negotiations. Before the union demands were received, we had meetings with the advisory committee--that is the administrators--and the main negotiating team to develop board proposals. In other words, we asked the administrators to tell us what difficulties they had had under the previous contract, what questions of interpretation were brought out by grievances, and any other ideas they might have about what we could ask for. We just do not sit and receive demands from the union--the board itself makes proposals to the union. Major items being proposed by the board are presented in the same way that the union presents their demands to us. Minor items are saved for counter-proposals in the give and take of negotiations.

Meanwhile, our Office of Staff Relations collected salary and fringe benefit data. We analyzed grievances to see what the problems had been. We conferred with division and department heads. We did research regarding agreements in other large cities, and so on.

When the negotiations started, we received 671 demands from the union. About half of those were budgetary items which were received the end of December, 1966. The other half were non-budgetary items received on May 15, 1967. This is very interesting because the contract expired June 30, 1967. We were negotiating for a successor agreement. The existing contract provided that the union could have submitted budgetary demands as early as October 15 and the non-budgetary as early as March 15. We had a funny feeling that the union was not negotiating toward an agreement, just by the way the demands were submitted and the number of them.

The first thing we had to do was separate the items as to subject matter, and then start preliminary sessions headed by the negotiating team, and sub-teams, as I described before. Office of Staff Relations personnel--the director, myself, or other people assigned to the office --sat in on all of these. We also again met with the advisory committees of the administrators, to get their reactions to the union demands. (In a large system like ours, we could not meet with everybody. I suppose in a small system you could have all of your principals in to do this sort of thing, but we had to have representatives of the principals, because we have 900 of them.) We got their reactions to the union demands. During the course of the negotiations, we had further special meetings to give feedback to the administrative group to see how they felt we were going on some items of importance to them. (You have to be careful with that, however, because sometimes you get leaks and if you get leaks then you can lose your bargaining position.)

We had about a hundred meetings with the union from January through June. In those meetings we disposed of a number of minor items, either by the union withdrawing them, or by our making some tentative agreements, indicating favorable reactions or unfavorable, or whatever. We made the first offer on salaries and other major items on June 30, the last day of the contract. The reason we waited so long was because we had to play the union strategy, as evidenced by their lateness in submitting their demands. We had had many years of negotiating history too. We knew the union never negotiated to complete an agreement by the expiration date of the contract--they always waited until a crisis situation in September, when school was about to open.

We continued meeting through July, and early in August we met with state mediators. By that time we had reduced to only 250 items, having disposed of some 400 of them.

In mid-August, the Mayor appointed a mediation panel, composed of eminent law professors, headed by Archibald Cox, who is from Harvard and was formerly Attorney General of the United States. On September 4, this panel made a report to the Mayor of the City of New York. On September 5, the Mayor had looked it over and decided he would submit it to the Board of Education. (The Board is a distinctly separate entity from the city government in New York.) On September 6, the Board accepted the panel's report and made it its offer to the union. On September 10, the UFT rejected the offer. That was a Sunday and school was opened on Monday the 11th, which was the day the strike started.

We then had meetings at Gracie Mansion. We reached an agreement on Wednesday, the 20th of September, and immediately thereafter, the union started stalling on writing the terms of the agreement. They had come up with this gimmick that the complete agreements had to be written and submitted to the membership 24 hours in advance of a ratification vote. This is really a tough thing. The union charged the Board with reneging on the substance of the agreement reached. The strike continued, and after further meetings a final agreement was reached on Tuesday, the 26th of September at City Hall. On September 27th, our Office wrote and had printed seven complete agreements for the seven separate bargaining units. (If you have ever seen a teachers' agreement, you know it is a pretty big document.) On

Thursday, the 28th, these were ratified by the UFT. Everybody returned to work on Friday, September 29th, when schools were re-opened.

Following the agreements, the superintendent has a meeting with all of his top-level administrators--that is, all of his principals, assistant superintendents and directors. He outlined to them all the new and changed provisions of the agreements. The Office of Staff Relations also conducted orientation sessions with different groups of supervisors to give them a fuller background of the negotiations, and to tell them about the things we did not give, the things we did give, why we gave them, what they meant, and so on. We also sent out to all of the schools copies of the contracts and a fact sheet that showed new things which had to be implemented by certain dates--like a time schedule, for people who had responsibilities in the schools under the new agreements and who would have to know that they had these things to do.

NEGOTIATING TEAM STRATEGY

When you are talking about conducting negotiations and working with teams--including administrators--I think it is important that you work out, amongst yourselves, your team strategy. There are a number of different ways that you can do that. As I said before, where you have a team with a chief spokesman, he is usually the highest ranking official in the group, except where you might have a labor relations specialist as chief spokesman.

One way you can work out your strategy is to have only the spokesman respond or speak to the union representatives, and everybody else keeps still. If anyone else has something to contribute, he either whispers to the spokesman or passes notes or calls a caucus and the team confers about it.

Another way is that the spokesman may call upon certain members of the administrative team and ask them to comment on some specific question that has been raised. But otherwise, they do not speak either, unless they are asked to by the spokesman.

A third way is that the spokesman, and one or two others on a large team--in other words, a small nucleus--may respond. [illegible]

You do that if you are all pretty experienced negotiators. You have several people speaking on the board's side and the rest of the people sit and are silent but can pass notes, call a caucus, or whatever.

The last way, and this is the way we always seem to end up, is when you have a very small team, of maybe two or three people, where they all participate--they all assume roles. I don't know whether you noticed it or not, but there was a picture in Life magazine last September that showed the Superintendent, Dr. Donovan, listening, and I was listening, and Ida Klaus was talking. We were across the table from all of the union people. That is the way we have found it usually ends up.

Of course, you realize that all of these meetings with the union are supplemented by all kinds of briefing sessions among those on your own side--where you make policy determinations and you evolve your bargaining positions.

There is one other way to negotiate but I do not recommend it for anybody who is not a professional negotiator. That other way is to negotiate alone. I have done a great deal of that. I sit on the board's side and all the union people sit on the other side. The reason that this is not a good idea when you are not an experienced negotiator is that the union very often takes advantage of that and tries to claim that you made them an offer which you didn't make at all; then they later charge you with reneging on the offer.

I find it possible to negotiate effectively that way only because I have been able to establish a relationship with the union people where they would not try to do that to me. Somebody asked me once, "How are you able to do that?" (Meet alone with the union.) I said, "Well, sometimes I have to have a caucus with myself. If I am getting too hard pressed, and I am sitting there all alone, I say, 'OK, I need a caucus', and I'll go out for a little 'think session' by myself."

SUGGESTIONS FOR OTHER SCHOOL SYSTEMS

Where does this leave all of you poeple? I have told you what we have done in New York. I have told you what the theories are in Mr. Redfern's book. I would like to offer just a few suggestions for people in other systems, as to the role of administrators in negotiations. I think a lot will depend (1) upon the size of the system, (2) on the talents of the individuals who are already on the staff, and (3) on whatever outside help may be available. The outside help may be used either on a consulting basis or might be employed full time, as I have already indicated to you.

First of all, I would say that the superintendent absolutely must be actively and personally involved in the negotiations. As far as I am concerned, there is no other way. He may have been a teacher, but as a superintendent the fact remains that he is no longer a teacher. He is no longer carrying out instruction in a classroom. He is performing a completely different job--that of an administrator, or a manager, and he is getting paid a higher salary for that. So it should not be confused that he is a teacher. Think of the fellow who was a steelworker and gets to be president of the company. I've never seen one who did not know which side he was on when he got to be president. When the superintendent is in the collective bargaining situation, he has to know which side he is on and where his responsibilities lie. He can not have it both ways. Once he is in the collective bargaining picture, he must recognize that his primary role is to represent the school board--not the teachers--especially where the board members realize that the time demands and the nature of collective bargaining make their own personal involvement undesirable and, therefore, they delegate responsibility for negotiations to the superintendent. The superintendent can not be on the sidelines. He is "running the store" and he has to assume that responsibility. If he doesn't you may find that eventually the job of superintendent may be filled by somebody other than a teacher, the way a hospital administrator is not a doctor.

Secondly, I would advise that you must have some kind of labor relations counsel, legal or otherwise. I must admit that I have my bias. I don't think that lawyers necessarily make good negotiators. (I am going to hurt somebody's feelings with that one.) They sometimes get too technical and too legalistic, and many lawyers do not have any labor law background anyway. They are in business law, or something else. However, a lawyer may be needed for drafting or reviewing the draft of an agreement if you do not have anybody else to do it. (I would suggest that you might be able to utilize some other board personnel for drafting purposes. It seems to me that there are usually people employed by a board of education who draft board resolutions, possibly the secretary of the board who drafts by-laws or rules and regulations, or whatever. Terms of a collective bargaining agreement are very much like those sorts of things.) One of the reasons for having some sort of labor relations person around, of course, is that it is nice for someone other than those who are responsible for the day-to-day administration of the schools, to be the "bad guy" in the heat of the negotiations. But the main reason is to have the kind of labor relations expertise which I described earlier in the panel discussion this afternoon.

For larger systems, I would say that you almost have to hire a labor-relations specialist on your staff. The size of his staff would of course, depend on the size of the system. In New York, we have a director (who is also an attorney), an assistant director, three principals, an assistant to the principal or high school chairman, an assistant administrative director (who is sort of an executive assistant, who coordinates everything in the office), and an attorney. That is a total of eight professional people on the staff of the Office of Staff Relations. We added three, just recently because with the implications of the new New York State Law we are going to have to do more bargaining with the non-pedagogical employees than we have done so far.

For a medium-sized system, I would say you should get a labor relations specialist for a consultant, and have him get you through your first "go-around". Have him simultaneously train some other full-time staff member as a specialist to assist the superintendent in negotiations. Again I will probably step on some toes, but I do not think that the staff member should be the personnel man. I think that personnel is a completely different function from labor relations. Personnel, to me, is dealing with individuals--assisting and helping them in their relationship with their employer. Labor relations involves a group situation, and it is an adversary role. I would think that there would be somebody--possibly a business administrator who handles your financial stuff--who might make a good inside negotiator and who could be trained to negotiate collective bargaining agreements. He may have had experience already in negotiating contracts for school supplies or buses, or whatever. The trouble with this type of person is you have to be careful that he does not resort to arithmetic in salary negotiations because you do not negotiate salaries by arithmetic. (We had a terrible case in New York one time when this was done. Teachers who were paid by the hour for an evening school session of a couple of hours, got a nickel raise. By the time the business administrator had broken down the annual salary raise to be given to teachers, he came out with a nickel raise for two hours. That one did not sit very well.) Perhaps in that situation--that medium-sized system--you would want still to retain legal counsel to work with the staff member (who has been trained to negotiate) and advise him on legal questions under your particular state law, or possibly to review the draft of an agreement that has been concluded by the staff member.

Lastly, in a small-sized system, I think your only alternative is that the superintendent is going to have to do it with whatever training he can get in institutes of this kind, with whatever inside help he might have, with whatever outside help might be available. It might be possible for a number of small school systems (I know that this is being considered in Michigan) to get together and have one person that they can call on as a consultant--who helps them all. This is sort of an employers' association type of bargaining, with one person who negotiates with the union for the entire group.

CONCLUSION

I think that I have covered everything that I had intended to say about the role of an administrator. I wish you all good luck. I know you all deal in good faith, which is important. I do not want to be funny about that.

I do not think that you should be afraid of this new experience--it can be very rewarding. I am absolutely convinced that teachers have every right to better their own working conditions and, if they can do it by collective bargaining, I think that is fine. Collective bargaining does work, once you get over the initial stages and the growing pains and you settle down to a mature relationship.

The only other thing I want to say is that, if we can help you with materials from New York City which we have available, I will be glad to see that any of your requests are taken care of. Thank you.

Chapter 22

THE ADMINISTRATOR'S ROLE IN THE NEGOTIATING UNIT

by

Dr. Walter A. Hitchcock

Thank you, Dr. Lewis, Dr. Shreeve, and the rest of you. I kind of feel that from my perspective, I should change that, maybe I should say "fellow appeasors", after listening to all of the problems and solutions in the New York situation. I feel that I should take my speech and throw it into the audience, as Everett Dirksen supposedly did his, at the recent Republican Convention, but for a different reason. He did it to get the people quieted down, and I would do it because I am not exactly sure what I am doing up here, after hearing all these things about the New York situation. I should have suspected, I guess I did suspect that this would happen to me as I came on the program. Maybe I would have been better off if I would have been first and kind of got out of the way. I am pleased, however, to be here. I recognize that I speak from an entirely different perspective, I am sure, than that that you have heard already.

We have just come into a matter of union negotiations in this state--in the true sense of the word--in connection with our classified people, during this last school year. When you talk about union negotiations, or professional negotiations, or collective bargaining, I think that I can assure you that in this state there is a considerable difference between the two.

I don't know whether there are other country boys such as I, in the audience, who have probably touched down in New York once or twice in their lives. You are just over-whelmed by what you see. You can see the problems of the ghetto just by

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riding through on a bus, as I did this last winter. You see the magnificence of their educational systems, as I did some seven or eight years ago when I made a visit to Columbia University. I can go on and on of what you see there. Everything is so much larger and deeper than anything we know here.

I feel that this evening the types of things that Mrs. Estes has been talking about are just as far removed from my little operation, in what I know she would classify as a very small district, or as Dr. Lewis says, a "medium-sized district", in the State of Washington. Even our semantics are not together. I suspect that in her view a school district such as Spokane would be a medium-sized district, and here it is considered large in the semantics that I will be talking about in this evening's presentation.

I think I should share with you an article that was in the Tri-City Herald. The Tri-City Herald, Mrs. Estes, is a paper from the Pasco-Richland-Kennewick area which is equivalent to your New York Times... Well, I am not just sure about that. But anyhow, in this article it indicated that this negotiation conference was going on this week and that there were going to be some 33 participants on the platforms, some 32 consultants, experts from throughout the nation, and one local superintendent. I think they had me picked from the very beginning. I am not sure whether Dr. Shreeve did this, or whether it was a little journalistic license, locally. They seem to have this tendency at times.

As the lone superintendent on the program, I feel that I probably should make some defense of those other superintendents in the audience. I know that I am not going to have the 100% batting average that "Judd for the Defense" has in his television series. There are certain things that I think are rather humorous in connection with this position that the superintendent finds himself in. Yet, when I heard Mrs. Estes talk this evening, the humor drops out of the bottom in a hurry. I can recall, in the last number of years, reading a great number of articles on the fact that we need to consider the teacher as an individual. "She" has a real contribution to make. The teacher has feelings that we, as superintendents, must go around and praise "her" and give "her" a lot of support and recognize "her" for the individual "she" is with some real personal worth. I think this is very important and interesting.

Somewhere along the line, I wonder if the people who wrote these articles failed to recognize that superintendents are human beings, too, and maybe have some personal worth and dignity that needs to be taken care of. I thought, maybe I should write a book on this subject. I suppose that if I wrote it, nobody would publish it, and if they read it they would not believe it, anyhow. It still seems like a pretty good idea to me because I think things are going to get rougher instead of better for superintendents.

The last couple of years that we have been in professional negotiations with teachers, I have heard this type of thing from them: "Why don't you let that board know--why don't you tell that board what is 'professionally good' for this system? After all, those people should not be having all of that power and not doing anything about it!" On the other hand, you hear something from the board ordering you to "give these teachers directions", and that is the point where I feel like telling them where to go. This is the type of position that the superintendent finds himself in. In the programs that we have in the State of Washington, the superintendent is not getting in a word edgewise to tell anybody anything. I think the superintendents might do well to check out the logistics in which they find themselves working. As I said, I thought this was sort of humorous when I wrote it down, but when I hear of the terrific organization that the New York City Board of Education has, there is just no humor left. The thing I have in mind is that, we would not show up very well on the "odds board" with the odds that we face in negotiations. I think that General Abrams and General Westmoreland would have never gone to Viet Nam with those kinds of odds against them. I am sure that we would not be brought in as Ferro dealers at Las Vegas, either. In our medium-sized, small school, we have some 340 certificated personnel. Even without the new math I can figure that this is 339 to 1, if you read all there is in the Washington State Law on negotiations.

I have been reading the AFT newspaper off and on during the year. I believe I counted in all but two of the issues this year, the headlines--big headlines--about teacher militancy. I think then, we have to look at what this may mean if we get involved with the union--the AFT--because if a teacher, or a local unit, calls on national organization, your odds as a superintendent, are 136, 174 to 1. Need I say that this is against you?

As we read the NEA publications, we find the word "militancy" cropping up more and more in their articles, also. This is a massive organization. Having that up against you is really a serious one--it has 1, 081, 660 members. And I have two different odds for this one: It is either 1, 081, 659 to one or 1, 081,660 to one against you. These odds differ depending upon whether you belong to NEA or not.

For the superintendents there might be a bright cloud on the horizon. I noted an article in Education News in the July 8th issue that was speaking about our good friend James B. Conant. This is what it says, "Elderly cadfly, James B. Conant, proving that he could still dazzle the nation with a radical idea, has proposed a complete take over of public school financing by the states, including the responsibility for negotiating and setting teacher salaries." I thought, "This is going to be real great--we are going to get rid of the special levy--and at least half of our negotiations all in one fast swoop and I am all for this!"

Mrs. Estes referred to the AASA publication, "The School Administrator and Negotiation". In that publication, in part, I read something of the nature that whether negotiations will improve or disrupt education, depends largely on how administrators act and react. If you really believe that, then, talking about the superintendents' and the administrators' roles, are the most important parts of this conference which you are involved in this week, and tonight would be one of the important meetings.

We are talking about how an administrator acts and reacts. Where does he have his head? Where is he going? It reminds me of a story that I heard just the other day. It is a little gruesome. It seems as though a bereaved widow came down to the mortuary and wanted to take one last look to make sure that everything was already for the funeral two hours later. She walked in and was real pleased with her husband--he looked natural and life-like. She looked a little further and noticed that he had on a brown suit. Golly, he had always worn a blue suit and that is what she sent down to the mortuary. She was quite disturbed with this, so she called the mortician out and told him what a wonderful job he had done, then she said, "I just think there has been some mistake made and can't you do something about it?" And he looked around the room and asked, "Is this your husband's suit?" She said, "Yes, that is my husband's suit." As she went out, he turned around and yelled, "Hey Joe, switch the heads on seven and eight."

It appears to me, as superintendents, we want to be sure to have the right head on when we go into this negotiations bit. To me, there is no question that superintendents are confused about negotiations. I do not think we are confused about the role or the position that we are in in connection with the local Board of Education. At least, I have not heard this expressed by the superintendents anywhere in this state when I have talked to them. However, I think we are confused as to where it is going and I think tonight's presentation on how far it has gone in New York City is a good reason for us to be confused and wonder where it is going.

Throughout the nation, as well as in the State of Washington, there is general consensus that every effort must be made to keep a school system a cohesive working unit, and as free as possible from the devisive influences that may result when teachers are pitted against superintendents and Boards of Education in formalized negotiations. You note, there, that I put the superintendent with the Board of Education. I did this partly because of his position as chief executive officer to that board, and partly because he is the one person that they can turn to and count on. If they can not there will be someone else taking that position and there will no longer be a Superintendent of Schools. Some people see this chief school administrator--this superintendent--as the chief spokesman for the board. Others see the superintendent as consultant to the board, or to the educational staff. Some people see the superintendent as a member of the negotiating team. I suppose you could go on and name all kinds of things that he appears to be to different people.

The perception of the superintendent's role is greatly influenced by a number of factors. First of all, what is his personal philosophy? Maybe I should change that a little bit. It appears that the perception of his role is greatly influenced by how he views this labor-management format, or concept, that we talked about--whether this is appropriate or not. There are a number of factors which would influence his role. The superintendent's personal philosophy towards negotiations and, perhaps his personal preferences are examples.

Another thing that I think would influence this is the degree to which his bosses, the Board of Education, would dictate a specific role. Another way that might be effective is the degree to which the statutes of the state in which he is working would dictate the role. I think another thing would be, what has been the history, or what is the current status of the administrator-teacher relation, locally and maybe beyond locally? I think that another very important one is what kind of pressures are exerted by the state and national associations on the local teacher organization for a particular type of position or negotiation procedure?

I was going to refer to the various models,[1] here, because I think that this is not so much an identification of how people see a role, but what role a person finally finds himself in--in what relationship--and how he operates within that relationship. Perhaps as an individual, it would be quite similar in any case that he might find himself in. There might be external factors which would change that because of different situations, but he, personally, would be the same in each case.

I do have one up on Mrs. Estes... She talked about the five models outlined in the AASA publication. I have a sixth one here she did not know about, you see. Very specifically this is not an AASA model. It is one that I do think applies in Oregon, and I know that it exists in Washington, and perhaps other states where you people are from. The sixth model is just this, the negotiating team could include board members, having two members of the board working with the superintendent as the negotiating team. This is inferred in the law of the State of Washington. I do not think that it is expressly said, "It must be", but it is inferred that it could be. I think that you will find, in many cases, and in the smaller districts, particularly, this may be the way things are going on. I do not really know that for a fact, but I suspect it.

As I look at these models, I am in complete agreement that the Board of Education must be the ratifier. I have the feeling that the Board of Education would be better off not to be involved in the negotiations, even though our law infers this. I also have the feeling that the superintendent is in the position in pretty much the way these models show. In most of our cases, they are going to be there. In fact, I have some reactions to the roles that they must play. One of these reactions is to the models themselves. I think they are good for categorizing the roles, but I do not think they necessarily show the perception of a role of any of the people in it. Perception is over and beyond the models themselves. As I look at these, the role, or model which a person finds himself using, will depend a great deal on the size of the district that he is in.

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[1] "The School Administrator and Negotiation", AASA, 1968, pp. 33-36.

I can remember a few years back when we would come to conferences of this nature, and argue the pros and cons about "what is policy" and "what is regulation". I think that we spent too much time arguing on "what is policy" and "what is regulations", and not enough saying that in a small district you may have fewer policies and they may be more detailed. In a larger district you may have many policies that are quite general and have loads of rules and regulations just because of the nature of the number of employees, the size of the operation, and so forth.

I sort of feel the same way in talking about these models. The very smallest would probably involve the superintendent and possibly the board--something like model one or model six. In the medium-sized district, (and I am talking about the district from 4000 to 8000 student enrollment in our state) I think that you will find the superintendent and or a team of administrators, as the negotiator for the school board. In the larger districts (something the size of Spokane, Tacoma, or Seattle) you may begin to see a special negotiator being appointed, serving the negotiation function for the board with the superintendent serving as a liaison between the Board of Education and the negotiator or that negotiating team.

I think that we could almost draw a mathematical relationship here. We could say that the size of the district is inversely proportional to the time the superintendent has to spend in the basic negotiations. In smaller districts, he is going to feel that this is one of the duties he is going to have to take care of. In a larger district he is going to be further removed from the basic negotiation. He is still not going to be removed from what is going on, but from the hour by hour, minute by minute type negotiations. Likewise, I think we can say the simplicity of the negotiations process will be inversely proportional to the size of the district. I think they would be much more simple, generally, in a smaller district than they will in a larger district.

Another thing that I would say--and I feel that it might be easy to overlook--concerns the value of a mature superintendent in the service he can give in negotiations. But it is very easy to get someone to say something that would be better off not said or particularly that should not be said by the superintendent without the value of the negotiation process being perhaps hindered, or possibly torn apart. I have found this in terms of my work with unions more than I have with the professional association.

I think the image of education in a local district is an important item to all the parties in this negotiation process. I think the superintendent has a real role to play here, to make sure that all things are heard, and discussed, but to keep the tempers down, particularly his own, in the process. Even if the superintendent is in the position to represent the board in the negotiation process, I think his very position in the community with the board, and with the association, has an aura of respect which can allow him to operate in this manner, and hopefully he will not hurt the position that he has as a superintendent. I think he must be dedicated to this. Of course, it goes without saying that the more mature approach taken by the teacher organization, and the more mature approach taken by the school board, the easier it is going to be for the superintendent to maintain his position, too.

Another point I would like to make is, (this is my bias, as opposed to Mrs. Estes) that I believe the use of a professional negoiator in our smaller and medium-sized districts, in the State of Washington, is the thing that we are not ready to move into, at this point. I do not know how long it might be before we will be with the relations that most schools have with their teacher associations. We are not ready at this time. I think that it would break down those professional relations much faster than the adversary role that the superintendent must play. I do, also, recognize that from the standpoint of the superintendent it might be nice to have a negotiator and get away from the fire. But I am not sure, even then, that he can get away from it.

I feel that in a smaller district the use of a negotiator may put the superintendent in about the position that I heard a Yakima apple farmer talking about the other day. He was lamenting that they had a freeze last spring that just about wiped him out as far as any crops were concerned this year. He said, "This year I'm not farming apples, I'm farming trees." I think that is where the superintendent would be if a negotiator in a smaller district came in and the superintendent would step too far out--he'd be farming trees--he would be out of the business, in many of our smaller schools.

Another thing I am very much concerned about has been in the background in our district this past year. I see the president of the association in the audience. I do not know whether she knows this or not, but I know that the administrative personnel feel that they are a little left out of the operations that are going on with negotiations. They find themselves to be the "forgotten people". In many ways the principal (particularly the building principal) is standing by helplessly watching his leadership role, and possibly his authority being negotiated away by the association, the superintendent and the board. They might be accepting proposals that do not fit what he sees his operation as being. There may be a way to take care of it. I think this is another role the superintendent must play--he must be responsive to this kind of concern of a group, in this case, the group is the central administrative group and the building principal group.

One way we might be responsive to this group is outlined by a couple of these models. These people might well be used as members of the negotiating team. In our particular district we only have three central office top administrators, and all three of us have served in negotiation in practically every case. We had just about more than we could take this year, but it might be that we could turn some of this over to the principals and other administrative personnel in a district. I am sure that there are certain items we would be talking about with the association in which the expertese of some of these people would be of real value. They could be a member of the team during that process, during that particular time. I am not sure where this would fit in with the present law in the State of Washington . I do not know a thing about the laws of the other states. I suspect that there would have to be some changes made. I do believe that we should look forward to changing the laws to fit the situation so that as long as we are going to be going this direction, we get the most out of it.

Another role that I feel must be recognized is the position of the board. It is inferred in the law, that they are going to be doing the negotiating. I think in actual practice you are going to find throughout the state, and throughout the states, that this is not the way it is going on. They are going to be the ratifiers, they are going to be the people who we, as negotiators, might touch base with and come back. They are not going to be the people doing the basic negotiation in the long run. I say this for a number of reasons. First, I think it is more than we can expect, except in special cases, for the board to spend the time, because they are not prepared for this bargaining process and I do not know that they can prepare themselves in the time that they would have to give.

The board members under whom it has been my privilege to serve as superintendent over the years did not become board members because of a feeling of management versus labor approach. They did not become board members because they had an axe to grind to knock down the group of people working for the school district. They became board members for the school district. They became board members for much higher purposes, and I would hate to see these purposes lost. I think they are very intensely interested in children. I think they have a strong feeling for teachers, personally--believe it or not. They have a strong feeling in giving service in probably the most rewarding areas that lay people can serve in the community--serving on a board of education. Their concerns differ from professionals only in degree, not opposite directions. I think that the type of thing that has come to pass in New York City is one which we want to avoid, if we can.

Board members can even find themselves in untenable positions in negotiations, when requests for something to improve education is placed before them. It is as though they are supposed to be against it, when basically, they really believe in improving education to start with, or they would not be on the board. But because of limited time they can not be as knowledgeable about finances, about the operation, about the educational programs, as they need to be to negotiate directly. This puts the administrative responsibility back on the superintendent, as I mentioned earlier. Like it or not, sink or swim, no matter how we spell it--this is the role that the superintendent is going to take, and the board is not going to do very much with it, except to be our advisors, our controls, as we touch base with them.

Another role that I think a superintendent must fulfill, as he is working with negotiations--with the professional staff--is one of complete honesty at all times; one of mutual respect; one of operating in good faith. I think we ought to be careful when we talk about that in order that we do not go the next mile and say, "He gives away all of his marbles at the first game." I think that this is a different thing entirely. He is still going to have to negotiate because he does not have any other way to do it. But that does not mean that he does not answer questions as honestly as he can, or does not assume a professional role as a leader in the profession. (I won't say necessarily "leader of the profession", but I will say "leader in the profession".) I think that the superintendent must strive at all times to make these working relations good, as I mentioned earlier. I hope that the boards and the teachers will recognize this. I know superintendents probably will. I hope all three groups will recognize the importance that this role thrusts upon the superintendent. We must avoid trampling over any bodies in the process. We must continually examine where we are. We must look at existing laws, and we must propose new statutes to bring rationality and stability to the negotiations process where there seems to be a break down.

We have agreements--they outline the ground rules. I think we have to recognize benevolence is gone. Relationships are and will be the most important elements of the process.

In closing, I would like to paraphrase John Gardner's statement before the Republican Platform Committee, which he made a little over two weeks ago. He says that people have to want something. What do we want now? If the highest goal we can come up with is to "grow a little better", then our chances of becoming the greatest profession is nil. I thank you very much for the opportunity to be here this evening.

Chapter 23

ROLE PLAYED IN BEING A NEGOTIATOR FOR THE BOARD OF EDUCATION IMPLICATIONS IN TERMS OF WORKING WITH SCHOOL STAFF

by

Stanley R. Morgan

Exploratory talks in December, 1967, with the Salt Lake City Teachers Association established that the association was not interested in beginning even preliminary discussion concerning 1968--69 salaries and personnel policies with the administration until the association had completed their "written agreement". The agreement was to be, in actuality, a master contract covering all conditions of employment, personnel policies and salary schedules. The association was insistent that the agreement be developed unilaterally and repeatedly refused all administrative efforts to mutually develop the instrument through a joint administrative-association effort.

The "written agreement" was and still is unique to any school district in the State of Utah and therefore presented and continues to present many basic and sensitive areas of concern to the Salt Lake City Board of Education. The full import of the agreement was evident when it was presented to the Superintendent February 29, 1968. It was immediately determined it had been patterned after agreements previously developed in other states for cities comparable to Salt Lake City. Consequently, there was a basic problem in that Utah Statutes fail to provide the basic legal framework necessary to implement certain key provisions of the document.

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The "written agreement" consisted of 28 articles, 4 appendices and covered some 49 single-spaced, typewritten pages. Specifically, the articles dealt with:

Articles	Subject
1	Definitions
2	General
3	Recognition
4	Annual Negotiations
5	Procedures for Annual Negotiations
6	Grievance Procedure
7	Leaves of Absence
8	Salaries
9	Teacher Protection
10	Teacher Evaluation
11	Teacher Files
12	Professional Behavior
13	Transfers and Assignments
14	Termination Procedures
15	Teaching Hours and Teaching Load
16	Vacancies in Other Than Classroom Teaching Positions
17	Teacher Facilities
18	Use of School Facilities
19	Cooperating Teachers and Teacher Instructional Specialist
20	Summer School Program
21	Times of Salary Payment and Payroll Deduction
22	Insurance
23	Annuities
24	District Improvement Council
25	School Improvement Council
26	Maintenance of Standards
27	Duration
28	Binding Effect
Appendix A	1968-69 Salary Schedule for Teachers
Appendix B	Salary Policy
Appendix C	Schedule of Pay for Substitute Teachers
Appendix D	Teacher Evaluation

While many of the provisions of the agreement were taken directly from existing "Certificated Personnel Policies of the Salt Lake City Schools", approximately 20% of the document was devoted to provisions very different from present practice and policies.

The association intimated their preference to negotiate directly with the board of education through their 5 member team which consisted of their executive-secretary and four teachers, one of which served as spokesman. However, the association did agree to negotiate with a team representing the board of education. The superintendent of schools appointed the following as this team: The assistant superintendent, personnel, as chairman and three principals. The basic philosophy was to have this team represent the administrative viewpoint regarding the provisions of the "written agreement", particularly in consideration that as principals they would have to implement changes brought about by the agreement.

The association team chose to operate under rigid formal procedures during the negotiations. The administrative team, on the other hand, considered open discussion with each team member participating was the way to operate most effectively. Consequently, each member of the administrative team was highly involved in the negotiations. I was particularly active in that the Chairman was hospitalized during a two week period of the negotiations, during which time it was my responsibility to serve as temporary chairman.

The actual negotiating process began March 15, 1968, and concluded May 24, 1968. This was a far longer period than had been anticipated by either group. Initially the association team had expressed optimism that negotiating steadily for about a week would bring about an agreement. Obviously, this was not the case. Instead, a total of 22 full days were devoted to the negotiations and both teams recognized early that negotiating was a full-time assignment. Likewise, members of both teams felt the impact of negotiating responsibilities on their professional assignments in the district. While substitutes were provided for the teacher members of the association team, the administrative members carried their usual assignments in addition to negotiating.

Concern was expressed by the association over the extent to which the board team "represented" the board of education. There was a tendency for the association to expect the administrative team to make hard and fast commitments for the board of education. At the same time, the association leadership was unwilling to commit the teachers without approval of their representative assembly of some 81 members.

Very early in the negotiating procedures, basic rules were established for the operational procedures of the two teams. One such stipulation was that no news releases would be given concerning the nature or extent of negotiations until mutually agreed upon by both teams. This had advantages in that the teachers or board members were not emotionally aroused through misinterpreted "news releases" concerning the status of negotiations or positions of any of the team members. Generally, this was very professionally adhered to by both groups with only an occasional general remark such as "I hear the negotiations would be completed if the principals weren't so stubborn" coming from any of my teaching staff.

There was one frustrating aspect to this basic "secrecy" agreement from the administrative standpoint that consistantly manifested itself. This was the uncertainty of just how representative of "teacher" concensus certain asked for provisions were. Many times, the administrative team members expressed the desire to consult individual teachers to ascertain their viewpoints. Deep emotional concern was evoked from the association team when it was even suggested that maybe a certain provision did not have the unqualified support of their members.

Difficulty was also experienced by the principal when his teachers would come to him seeking specific information concerning the status of negotiations and only vague generalizations could be given to them. It was of the utmost importance, in these situations, the principal express his basic commitment to teachers and education in general, but still recognize the authority and financial limitations of the Board of Education. Perhaps this was achieved in that we were accused--good-naturedly, I hope--by both teacher negotiators and board members as being "agin" them and "for" the others. I consider, however, we as the administrative negotiation team would have been totally ineffective had we not been able to maintain the rapport of the teachers and the confidence of board members.

As to the specific reference to personal interaction with teachers and administrative colleagues during the period of negotiations I would assess the relations as generally good. Of course there was interest expressed by both groups concerning rumors circulating--quite naturally all of the rumors highly exaggerated and usually baseless in fact--but I would admit that these were for the most part at a very minimum in regards to negative aspects. In no way did I feel my personal interaction with the staff of my school was jeopardized by my role as an administrative negotiator. In my estimation, I was still able to enjoy the same confidence and trust as I had before negotiations. Perhaps in retrospect, I can state that I experienced somewhat more respect and rapport than I had prior to the period of negotiations.

The basic philosophy of having the "firing line administrators" --the principals--as a partner on the negotiating team has been mentioned briefly before. At this time, I consider amplification of this belief necessary. First it should be explained that in our school district the teachers and administrators belong to separate and distinct local associations and have since 1914. Therefore, the principals are able to negotiate independently of the teachers. Inasmuch as many of the specific conditions asked for by the teachers dealt directly with conditions in the local schools, it was basic that a principal of each level serve on the administrative team. In this way, the principals were able to keep the assistant superintendent, personnel, who served as chairman of the team, informed as to the ramifications specific conditions would have on the local school. Just as important, the principals were able to witness first hand the concerns of the teachers in their working relations with the schools. Immediate interchange of ideas was thus facilitated between the teachers' desired conditions and the impact on the school from the principals' interpretation. Admittedly, this did lead to comments such as "negotiations would be going great if we didn't have to have those principals to buck". However, in total consideration, it is my contention that many difficult and some impossible situations were avoided because of the experience insight of the principals being heard during the negotiations.

Chapter 24

PRINCIPAL'S ROLE IN NEGOTIATIONS

by

Vern Budig

Mr. Erickson, of the Michigan Education Association, stated on Tuesday, that he was an expert, and since he was better than 50 miles away from home he was as such. According to his definition, I'm only half an expert since I'm only 25 miles away.

It seems there was this man that came home during the middle of the day unexpectedly. He found his wife in her negligee, a cigar smoldering in an ashtray, and he became immediately suspicious. He searched the apartment and finding no one, he stepped out on the balcony. Several floors below, by the swimming pool, he saw a man that appeared to be dressing. He got very excited and picked up a refrigerator and dropped it on the man below. Now the scene changes to the pearly gates. There was St. Peter, and this man came up to the gate. He was rather young, and St. Peter said, "What are you doing here; you're rather young." The man said, "Well, it was like this. I had gone swimming, I was putting on my shirt minding my own business when a refrigerator dropped on me." Immediately another young man came up to the gate and again St. Peter said, "Why are you here? The man said, "I came home in the middle of the day unexpectedly, I found my wife in her negligee, a cigar smoldering in the ashtray. I picked up a refrigerator and dropped it on the blankety, blank several stories below who was

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putting on his clothes." Immediately, another man came to the gate who was young and St. Peter said, "What are you doing here?" The third man said, "There I was sitting in a refrigerator minding my own business when someone dropped the refrigerator." I feel somewhat like the man by the swimming pool. There I was at home, minding my own business, when someone picked up a telephone and dropped this on me. Really, I am proud to have the honor to be here.

In the preceding days, you have heard different speakers comment on the principal's role in negotiations. Dr. Watts, of the NEA, stated that the principal should not be on the negotiating team since, if there is a compromise, he will be blamed. I disagree. If the association recognizes his abilities, and wishes to make use of them, and if the principal puts forth his best efforts, I cannot see how he can be blamed. After all, he is only one member of several on the team. If he had taken a negative approach from the beginning, most likely he would not have been appointed in the first place.

Dr. Redfern stated that the principal's role should be on the administrative side. I agree that the administration should consult him, but this is not part of negotiations. I see no conflict. I disagree with the statement that he is on the administration side. He is a member of the association, and therefore, in most likelihood, he is on the associations' side if there is a "side" at all. Dr. Redfern also stated that superintendents can play several roles. That being true, then why can't the principal do the same?

Then came Mr. Crosier of the AFT. He more or less implied that principals are some kind of monsters and wants to have no dealings with them whatsoever.

On Tuesday evening Mr. Eamer, from Canada, stated that the teachers and the principals should work together in their negotiations. And so it went. There were other speakers that made comments, but they were more or less along these two lines.

I believe that it is somewhat difficult for a principal to play a role in negotiations in your larger districts. I believe that the smaller the district, the larger the role the principal will play. When the district is less complicated, the principal is closer to his teachers and many times he is their very leader in negotiations.

Negotiations are so new that it is very early, at least in this state, to determine the principal's role. In yesteryear, before the negotiation laws, using the topic of salaries as an example, there was no negotiation. The salary committee would present their salary schedule to the school board who would sit and listen, then promise to take it under advisement. That is where the negotiations ended. It wouldn't make much difference whether you had the principal, or the teachers, or the bus drivers on the committee--the result would still be the same.

I do believe that the older principals are more inclined to side with the administration and that the younger principals will more or less go along with the association. Why do I say this? That is the way it appears to be in our district--the older principals seem to be more conservative and less militant, where the younger principal wants to move ahead. I believe that the principals are being urged by the superintendents to come over to their side. If this should happen, there no doubt will be a split in the association, both nationally and also state wide.

I do know that it is possible to have a principal on the negotiating team. One member of our association's first negotiating team--after having our Professional Negotiations Agreement signed--was a junior high principal. He stayed on the committee two years and did a very fine job. In fact, he helped write the agreement. The association realized his talents and they chose to use them.

Not all principals, just as not all teachers, have the right temperament to serve on these negotiating teams. I know some principals that I would not like to see on a negotiating team, negotiating my welfare. But by the same token, I also know many teachers who would be much worse. When a principal comes along that has the ability and is willing to help the association, I believe that he should be utilized. If he possesses stable thinking when it comes to association business, and that is no more than horse sense, then I feel that he should be utilized. I have stated some of my beliefs concerning the principal's role in negotiations. Now I will come back to earth and take a closer look at the facts as they really are in at least the larger district of say a hundred teachers and up.

I must confess from my experience as a former member of a negotiating team, as well as the president of our local association, that the principal's role in negotiation, with the exception of a few, is very minor and practically null. I feel that there are several reasons for this. First of all, a teacher may not want the principal on his team, second, the principal may decline to serve, and third, he may have had pressure brought to bear upon him by a higher echelon, which, in many cases, is true. I have seen teachers real active in association business beg off when they were asked to serve on committee after they became principals.

I know of one case this past year in which a teacher had been on the salary committee two years, (was to have been chairman of that committe this past year), was promoted to principal and was told by the administration to withdraw from the committee altogether, which I felt was very unfortunate. As president of my local association, I encouraged the committee heads to at least consider principals when they made their appointments. Several principals were contracted; only one accepted. Again I wish to say that the associations should utilize the vast source of knowledge and experience whenever possible.

Chapter 25

HUMAN RELATIONS-IMPASSE-SCHOOL BOARDS

by

A. Edgar Benton

First, I might say simply as a matter of record, that my remarks are personal. They do not, directly or indirectly, reflect the adopted positions, or state of views of the Denver Board of Education, or the Denver School Administration. I take personal responsibility for them. I do not attempt to project that responsibility on any other person or group. I am sure all of you who are board members know that this is a matter of law--that a board member speaks for himself, except when he speaks in a duly called and constituted legal meeting of the board of education. So you are listening to the opinions of one man, not an expert, whose views are subject to challenge by a few people at least, if not everyone. I offer these views simply as another perspective of what is going on in public education today, and as an attempt to identify and assess some of the broad, sweeping changes that are occurring.

I mentioned earlier that the literature on this general subject is not definitive. In 1962, when the Denver Public Schools began its involvement in the process of negotiations, there was practically no literature. One could find the enabling resolution of the National Education Association (adopted, I think in April 1961, and which was really the call to battle on this whole business) some supporting resolutions from time to time of NEA, a few preliminary articles,

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and no book of which I was then aware. There is really not much in the way of documentary analysis or evaluation of this process, which was bad, because one really didn't have any external source of insight or understanding. One has to rely primarily on word of mouth or upon personal experience, which, of course, obviously have limitations.

I am not sure that today, some six years later, the situation is much better, even though there is a torrent of literature. It seems that everybody who has anything to say on this subject, wants to get it published, and as a result, the library shelves are filled with material; some of which is excellent, some of which is mediocre, and most of which is poor. The trouble with having a lot of poor things around, is that they get into the hands of non-discerning readers, who think that because it is printed, it must be gospel. But more importantly than that, it makes the task of researching the literature on the subject almost overwhelming. Nobody, at least to my knowledge, has undertaken --either on a continuing basis, or as a project--to try to evaluate this literature and categorize it in any way so that people who are anxious to find out what useful insight to writing could undertake to find the good and separate it from the bad.

Well, that is enough perhaps by way of complaining. The point is that the subject is fluid. The answers are not determined and the experts do not know, in all cases, what they are talking about, even though they may pontificate at length. At best they can speculate with like-minded people about what the past has been, what the present seems to be, and what the future should be. I offer my comments to you today in that spirit of speculation about where we have been, where we are, and where we are going in public education.

The story is told of a location, here on the Northwest coast of Washington or perhaps Oregon, where a lighthouse was being constructed. An Indian sat by patiently for weeks watching the construction. He was very interested in it. Finally the lighthouse was completed and it was put into operation during a period of very heavy fog. The indian came up to the lighthouse keeper and he said, "Ugh. Light shines, bell rings, horn blows, fog comes in just the same." Well, there is a lot of horn blowing going on on this subject today and a lot of fog still surrounding the Indians.

I mentioned earlier the Denver experience in collective bargaining, I will call it, on professional negotiations as you may want to call it--I do not think it makes any difference what we call it, as long as we know what it is we are talking about. We began in 1962 with an informal resolution that, adopted by the board of education, set forth certain rights and responsibilities of the parties--namely the teachers and the school board. This resulted in, I think, fruitful negotiations for the five-year period to November, 1967, when our formal contract was adopted. We have been negotiating and operating under that formal agreement since that time.

My assigned topic, here, has something to do with Human Relations Impasse--what to do to avoid them, what to do when you have them. To show you what a terribly poor public school teacher I would make, I don't follow rules very well, so I am going to sort of talk about what seems to me to be appropriate. If it bears any relationship to that title, it will, in a large measure, be accidental and not purposeful.

In order to try to legitimate the remarks, at least initially, let me refer to our agreement. It undertakes to avoid impasses in some of its essential provisions. It says that the parties will negotiate in good faith--this obviously is designed to avoid impasse in some of its essential provisions. It says that points of view will be exchanged. It says that each party may employ consultants and such other experts as each party deems desirable--again designed to free up, and keep the context or exchange open. We did get more formal than that. If, through the ordinary procedures or negotiations, we cannot achieve a concensus, or an agreed upon result, we provide for a mediation procedure, where a third party intervener is brought in to attempt to conciliate and modify, and to pacify the parties. If this is not successful then there are provisions for fact-finding--another level of third party intervention to try to adjust the differences that may exist between the teachers and the boards.

If these things do not work, we do not know what we would then do. Maybe we would have a strike, or maybe we would have sanctions, or maybe we would have other extraordinary relief sought by the teachers. We might have law suits, or we might then resort to the general techniques and procedures that would be available under our duly constituted laws. But so far in Denver, we have avoided this, and maybe we will in the future. We have come perilously close, from time to time, over seemingly inconsequential issues--such as whether a coach should be retained or not because he kicked a star player, who drank a can of beer, off of his team. Now, this is the kind of thing that is likely to precipitate sanctions, or even strikes in districts. Strangely enough, at least in our state, this has been the precipitating cause of a number of crisis in school districts. We have not really had, in Denver, the problem of threatened strike over fundamental issues, such as salary or other important educational consideration.

The basic question, it seems to me, if you want to avoid impasse, is how do you constitute the mind of man, on both sides of the bargaining table? What are the fundamental attitudes that are operative? What are the points of view? What is the orientation? What of the committments, to what extent, etc.? These are difficult questions which I think require some understanding of the past and the present in order to know what the future should hold.

I think it is clear, at least it is clear in the State of Colorado, (and I suspect it is true in Washington and in the States represented here), that boards of education have pleinery power in public education. State statutes generally give boards of education the broadest power to do everything that has to be done--to construct, to maintain and to operate a public system of education. I suppose the reason this is so is that at the time in our history when public school government was being organized and constructed, there was not any such thing as a professional class, either of teachers or administrators. The teacher tended to be, perhaps, just a little better educated than the average person in the community. There was no such thing as a superintendent, I suppose, in those days when the Colorado School Laws were written back, in the last century, for the most part. Some of them were written even before the State was a State--while it was still a territory. So the responsibility--the total responsibility--of necessity, and for other good and sufficient reasons, tended to fall on boards of education, where it still, as matter of statute, tends to rest.

The extent to which some states, including Washington, have adopted legislation to try to alter this basic fact, has led to some erosion of that basic legal consideration. But this is still, today I think, rather more the exception than the rule. This led, I think, to an obvious definition of relationship of the board and the teacher--one that existed then, and one which by and large still exists. That definition is that the board is all powerful, and the teacher "ain't nobody", in terms of the law, at least.

The story is told as having occurred in Colorado, I can't certify that it actually did occur--it may be apocryphal, but it seems to me, that it could have occurred in almost any district in Colorado, or Idaho, or Washington, or Oregon, or Alaska, or any other place. For years the teachers had been complaining about the fact that they were underpaid. They had been appearing before the board of education, dutifully, each budget time and requesting more money and getting no more money, or little more money. They decided to get organized. They had heard--teachers sometimes hear things slowly--that other employees of other employers in the country, had organized and had improved their lot. They decided to get organized, and they did. They appointed one of their members as their spokesman. His first responsibility was to present their salary program to the board of education. He was stricken with fear and trembling, as you might imagine. But, true to his responsibilities, he went forward to do battle with the board. The fateful evening came and he appeared before the board. He said, "Ladies and Gentlemen of the Board of Education, you are going to give us the salary that we need to do a good job of teaching, or else!" The president of the board, being a very resourceful person said, "Or else what?" With a look of dismay on his face, the spokesman said, "Or else we will continue to teach for what you are now giving us."

And so I think it has gone over the years, that the teachers hesitantly, timidly, defensively, scared to death, most of the time, have gone to the board, or gone to the superintendent, and they have pleaded and they have begged and they have argued, and they have been continually ignored. As a result of that, public education in the United States today, in my view, is tragically underfinanced--in terms of teachers' salaries, as well as other things--all in the name of the execution of educational responsibility by boards of education; all in the name of "we, the custodian of the citizen responsibility know what this community can afford to do in terms of financing education. You teachers don't know. Therefore, we will tell you, and you will accept it." This has been the rhetoric of the past, and in many cases the pattern for tomorrow. It is not going to work this way!

The board is going to find, as it is finding around the country, that this docile, and benign, predictable, reliable creature called the "public school teacher" has turned into--and I personally hope will maintain the posture of--a saber tooth tiger. Maybe that is not a good reference, because saber tooth tigers are extinct!

The teachers are not asking, in my judgement, just for better communications. When this whole business of professional negotiations commenced, the notion was, if we could just improve communications then we could all live happily ever after. I say nonsense. Obviously, communications are important. They are important in one's family, in one's business, in one's community--in general human intercourse. But, good communications will not solve problems. The problem, realizing we should maximize communications, is how are we going to allocate the available decision-making power affecting public schools? Who is going to have what segment of that power to utilize through his own institutions and his own organizations for the improvement of educational objectives?

This problem is a tough one. It has some very difficult conceptual problems in it. If Wes Wildman was here, as I understand he was, and if he talked in the vein that I have heard him speak before, he raised some of these difficult questions. Other speakers either have or will raise them. They are not easy, and they really would call upon the best minds of our country, in political science, and in public administration, in school administration, etc., to try to analyze them and to try to indicate the alternatives and the consequences of pursuing one or more alternatives.

Going back for a moment to my earlier comment about the legal status of boards and the absence of a legal status for teachers in most states, even though the law vested--and does vest--plenary responsibility for conducting the educational program and boards of education, the fact is otherwise. Boards of education, in fact, do not do very much that is useful. Arguably, they do a lot of things that are harmful.

The superintendent tends to be the guy who exercises the power. Traditionally, he has decided what the educational policy of the school district needs to be. He has decided the basic procedures, the basic techniques to be employed in the district, and if he is skillful enough, he can talk the board into going along with him--and most boards do, hence the old allegation of rubber stamp. It is too true to admit denial. Whereas in most states, as in Colorado for example, you could read our education laws and you wouldn't even know we had a superintendent of schools, except periodically he is required to file a report or two with the State Department of Education, or he is required to submit a proposed budget, etc. But in terms of the actual operative control and jurisdiction over the form, the content and the purposes of public education, the superintendent does not appear in the law. He is as absent, really, as the teacher, and yet he is the holder of the power. He is the center of power and the teachers do not like it any more. They are not going to accept it, or should they?

So how do you go about revising it? First of all, I think you get away from the pyramidal concept of organization, where the hierarchy exists with the board of education legally, but not practically, at the top, the superintendent, the assistant superintendents and all the other bureaucrats down the structure. The teachers sit under the pyramid, with the full weight of it on them, for the most part. That, I think, is a fairly accurate description of what has gone on in the past, and fairly accurate description of what is not going to go on in the future.

It seems to me that in terms of graphic representation, one should begin to think in terms, perhaps, of concentric circles with shared responsibilities, shared authority, and with a considerable murkiness involved. That should be the responsibility instead of the precision that you can achieve if you draw a nice neat pyramid with a straight edge, where everybody knows exactly where he fits on the pyramid and if he happens to try to do something that does not fit the scheme, his neck gets chopped off, particularly if he is a teacher. The idea of a circle, it seems to me, lends itself to fuzz--you sort of fuzz things over. Within that murkiness, maybe, you get a job done, because maybe you tend to release the innate capabilities and talents and competences of people.

I think this is the greatest indictment that can be leveled against the structure of public education, as we have know it in this country. Despite all of its accomplishments, which have been many, and despite all of its strengths, which can be identified and agreed upon, its greatest deficiency is that it has, with incredible skill, identified the unorthodox--the deviant, the nontraditional--and has either incapsulated him in a way to render him impediment, or has eliminated him in one way or another. I am talking, here again, particularly about the teacher, who is not an able person because he is an education human being, who is committed to education because he thinks this is the way that our society will be salvaged, if it is to be salvaged at all, and who has imagination and creative capability. But the first thing that happens to him is that he runs up hard against the monolithic, bureauocratic structure of government which will frustrate him, at best, and defeat him at worst. This is what teachers are complaining about, among other things.

Boards are going to resist this kind of analysis, and as I indicated earlier, my views are not necessarily consistent with those of school board members generally, or school board associations particularly. As a matter of fact, boards do not know that there is a revolution going on in education. Some superintendents do know about this revolution, although a lot of those do not know. But there is one going on, and it is illustrated by a poem that a Negro poet, Langston Hughes, (who died recently), wrote a number of years ago. It reads as follows:

> "What happens to a dream deferred?
> Does it dry up like a raisin in the sun,
> Or festure like a sore and then run.
> Does it stink like rotten meat, or
> Crust and sugar over like a syrupy sweet.
> Maybe it just sags like a heavy load, or
> Does it explode?"

I think what we are talking about in this institute, what you are dealing with in your own school districts, and what we will be concerned with across the land in the rest of the decade and beyond, is the explosion--the explosion resulting from the frustration of dreams. The explosion of dreams of people who felt, when they went into it, that they were going to be able to make a solid and significant and meaningful contribution to the form, to the structure and to the operation of public education. The explosion of the dream when they run up against the dissolutionment that they find in the hard, cold resistent hand of tradition, past practices, orthodox procedures, and lack of willingness to take change into account, and to accommodate the legitimate needs of change. I think the boards, are not willingly going to yield on this point. There is going to be strife and difficulty. But out of it, I think there will come some positive gains.

In order to reduce impasse along the way, in a human relation sense, it seems to me that boards are going to have to reconstitute themselves. First of all, there is going to have to be a much greater competence in boards of education, than there now exists. It is singularly dissolutioning to me to attend state and national conventions of school board association, and observe the low level of competence that exists among those people. This is a severe indictment. I make it for the record and publicily, without reservation, because we are not going to improve public education dramatically. Dramatic improvements are needed unless we improve, dramatically, the competence of the people who are vested by law with the major, in education. If boards of education truly have the educational destiny of our society in their hands--as you will hear from the rostrum of NSBA and so on--then they had better get their hands strengthened and cleaned up and improved in their competence and in their understanding of what is going on.

The National School Board Association, I think, until very recently, was one of the prime obstructionists in this whole effort to try to redesign, in a modern way, these basic, working and even legal, relationships among teacher, superintendents and school boards. When year, after year, at conventions, they would adopt resolutions saying, "We are not going to have anything to do with negotiations,"--as if to say, in the age of the dinosaurs, "We are not going to have anything to do with that ice age that is coming down here." Not only the saber tooth tiger became extinct, but as I recall the dinosaur also did.

The NSAB, for reasons I am not quite clear about, seems to have pulled its head out of the sand. I think one of the most intelligent things that the organization has done, since I have know anything about it, was the employment of Wes Wildman, as a consultant. This is a man who has knowledge of this subject, I think, cannot be duplicated by anyone inthe country, that I know about. Wes and I do not agree on some things that I will mention in a moment, but at least that was a forward looking positive step of considerable significance.

Boards of education are, I think, in a sense, singularly unlikely to do the things that are necessaryto lift public education on to the level of productive and efficient functioning and operation--particularly as far as finances are concerned--that they need to do. The reason for this is that they are so immediately subject to tax-payer revolts, tax-payer resistence, tax-payer opposition. When given alternatives--and I have seen this happen in our district, and in other districts, time and time again--between doing something that has to be done for the schools, because it's right--that it should be done--or yielding to the concentrated and intense focus of pressure of certain vested interest groups in the community, they will opt not for education, but for the groups. Rationalizing it all the way on the theory that. "We are the elected representatives of people, and we have to find out what the people think and then do just that." Now, this in my view, is an absurd understanding of the role in leadership in a free society. The functioning of government, school government, school boards, is not to reflect the society, but to lead the society. School boards, I think, have been particularly deficient in that regard.

I am not very optimistic that superintendents are going to be and great motive power for the improvement of education in the country. I feel this way for several reasons. 1) I think, by and large, too many superintendents are not knowledgable enough as to what education is all about. Too many superintendents are not educated people. Too many superintendents have a narrow, and sometimes in my view, irrevelant training, that stands them in poor stead for the tasks--for the monumental tasks--that face public schools in this country today, and in the future. 2) But more, perhaps, directly than that, even giving them the benefit of the doubt on competence and training and education and so on, they are at once and for always the agent of the board of education.

A particularly skillful superintendent, as I indicated earlier, can lead his board and can get his board to support him in valid undertakings. But, again, I think this tends to be more the exception than the rule, in critical issues. Where you are dealing with matters that are not too consequential, it really is not too important. But when the issues are fundamental, and the lines of division are drawn, a superintendent is either going to be with his board, or he is not. If he is not with his board, he is not with his job, and there is a relatively high degree of mobility, as I understand it, among superintendents.

Superintendents are not going to be able--despite what the NEA may once have thought--to be all things to all people. The cannot minister to the needs and aspirations of the teachers on the one hand, and execute their responsibilities. This is a "No Man's Land," where the only thing that will happen to you if you stick your head up in it is you get shot. Some superintendents have been, and others will be, but I think more and more, the superintendnet will find himself the chief executive officer of the board of education. He will be, by and large, in a position of abrasion, antagonism, conflict with the teachers, and I use those terms advisedly. There is, in my view, nothing wrong with it as long as there is a reasonably clear understanding of what the role of the individual is, what the objective is, and out of the resolution of conflict, in many cases, will come more progress and more benefit to education. We do not want the attitude of this sticky, gooey sort of oneness that the NEA methodology tends to perpetuate, where because we are all interested in children, therefore we must all stick together. I do not view that as a very healthful context out of which true progress can come. I think conflict, in the history of man, has often been the agent through which true progress has been achieved.

Teachers...what about teachers? I have indited the boards and superintendents. You might think that I am really a paid shell for the department of classroom teachers, and I got on this panel by misrepresentation. I do admit to having views that are not as I said, totally accepted by my board members. For example, I went to another state, to a convention recently, to talk on the subject of school board members. When I finished what I thought were reasonably restrained and moderate remarks, the chairman asked for questions. A hand went up, and I thought, "I am really in for it." And I was. The question was, "Are you related to H. Rap Brown?" The answer was, "Not that I know of."

What about teachers--are they any good? Can they be made into something good? Have they been any good? I think the miracle is, that we have extracted from the teacher corps of the United States, the quality of performance that we have, given the conditions that we have subjected them to--a condition of general servitude, I would describe it. They have lived in a condition where they were told what to do, when to do it, how to do it, and then excoriated for not having done the when, where, and how as indicated. This is calculated, it seems to me, to squeeze the vitality out of almost anyone, except the vegetable--the guy who comes into teaching because he was a vegetable, and stays in it effectively because he is.

But the guy who really has some drive, some dynamism, some imagination, some creativity, in most school systems- I assume that every system represented here would not fall into that category, he would run immediately, up against the rules, regulations, procedures, requirements, the by-laws, and all the other red tape. He would: 1) not get promoted; 2) probably be looking around for another job; or 3) be on the principal's list of trouble makers, and the whole bit. This is a bad point of departure for teachers. They are beginning to show some muscle, and that muscle has already improved education in the United States.

The muscle has improved education in Denver. We have a higher salary schedule in Denver now, than we would have had, by a very significant degree, if we had not had the teachers organized and negotiating with the board of education. We have other improvements in the school system that we would not have had, had the teachers not been organized and pushed for it, for the future, in our district, and in yours. There were demonstral improvements as a result of the teacher insistence upon a role.

The outlook is not all rosy. You do not come from a condition of slavery to a sophisticated, urban, knowledgable, skillful, insightful negotiator, overnight. Boards are constantly complaining about the excesses that teachers engage in, in these negotiations sessions. A board convention, on this subject, will devote itself in great measure to what awful practices these teachers follow in negotiations, and in their statement of demands and requests, and so on. So what? Meet them head on where they are asking for something that is not in the best interest of public education. Go to the map with them and try to resolve it through some techniques that are available. But where they are asking for something that is in the best interests of the schools, the children, and the society--do not war with them! Join them! If it means joining them in a combined assault on the tax-paying community, then join them. If it means joining them in assaulting the state legislature or the governor, then join them!

I heard a "stubborn governor" referred to earlier. Several states have stubborn governors, but the sad fact is that they remain stubborn in the face of no effort on the part of the school board association, in many cases, to try and change their views. State Legislatures, by and large, have tended to disregard school boards associations because they have not really stood strong and hard and fast for things that are needed. Teachers, I hope, will stand hard and fast and strong. They are beginning to, and if more boards could join them, in the common enterprise of improving the character and quality of education, I think that children can only be the beneficiaries of that effort.

The teachers are not pristine pure. There is another danger, and this is one that Wes Wildman is particularly concerned about, as I am too, although not as concerned as he. He is concerned that the interest of the teacher is not always coincident with the interest of the public, or of education. He cites examples of teachers unwillingness.

For example in New York City, there is the organizations unwillingness to go into the ghetto areas on a wide scale, to try to carry out some of these urgently needed programs. He is concerned, I think, about the tendency on the part of an organization--whether it be the union, the one union or the other union--to impose its own requirements, demands, and criteria on the teacher. I think this is a legitimate danger, but in the long term I am not worried about it. I am not worried about it because I think if we could free up the mechanism and create opportunities for individual inituitive to flourish, if we could increase substantially, and I do not mean just piddling amounts here and there, if we could increase substantially the compensation that is attached to service in public education, then, I think, we could find over the decades to come, such a radically increased competence in the personnel who inhabit the public schools, that it would produce a whole range of desirable compensations. We would get better performance in the classroom, better graduating pupils, and better citizens in the free society.

It seems to me, one of the indicia of competence is a sense of self-discipline, of responsibility, of understanding, of ones committment of ones obligation. Now, I think, teachers can tend to shuck if off on the system. They can say, "I would like to do this," or, "I want to do that, but they won't let me, so I won't do anything," or, "I'll do the minimum." This is a dangerous condition.

I would hope, that the teacher of the future--let me make it broader, the school system of the future--would tend more nearly to fall into a pattern which was described by a recent article in the New York Times. Paul Goodman wrote on the student revolt at Columbia, and other institutions. His article had some comments which, to me at least, seemed to be directly applicable to the avoidance of impasse of negotiations and in the redefinitions of school government in the manner in which we conduct our school program. Goodman writes as follows: "Participatory democracy,"--and that is what the teachers are talking about. They are talking about participating, not nominally, but substantively and meaningfully, in the democratic process of decision-making effecting the public schools. "Participatory democracy is grounded in the following--social-psychological hypotheses. People who actually perform a function, usually best know how it should be done."

I would think that this has application to teachers. They are in the classroom, they are charged with responsibility of teaching mathematics, or teaching English, or teaching chemistry; they are likely to be the people who best know how it should be done. By and large, their free decision will be efficient, inventive, graceful, and forceful. It will be active and self-confident--and I think the important word there, is "self-confident." Teachers in our land today are not self-confident anymore than minorities are self-confident. In a sense, we have done to the teacher what we have done to the Negro--we have kept him in bondage for a long time and then we are a little surprised when he sheds of a chain or two, that he holds his tea cup with the wrong hand, or commits other indiscretions too numerous to mention.

Being active and self-confident, teachers will cooperate with other groups with a minimum of envy, anxiety, irrational violence, or the need to dominant. As Jefferson pointed out, only such an organization of society is self-improving. We learn by doing. The only way to educate citizens--and I would here insert the term "teacher" -- is to give power to them, as they are. I think we would all be amazed and delighted at the positive benefits for education that could come from giving teachers power, as they are, and not make them battle for every inch of the rope that they get their hands on.

Except in unusual circumstances, there is not much need for dictators, deans, (I might say), principals, police, prearranged curricula--here is a critical one--prearranged curricula. I think that until we get away from this notion, that because we have a system, everybody has got to be doing the same thing at the same time, in accordance with some predetermined schedule, and so on, we are going to be in serious educational trouble. We are in serious trouble particularly when we are dealing with the great mass of our society that falls into the category of disadvantaged, or handicapped. When freed from imposed schedules, conscription, corrosive laws, free people easily agree among themselves on plausible working rules. Free people listen to expert direction when it seems to be required, they wisely choose protem leaders, they remove authority, and there will insue self-regulation--not chaos. I would like to see a school in some district, constructed along these lines for a period of time just move the whole bureaucratic machine out of it, and see what happens. I would be willing to bet that the educational result coming out of that situation, would put to shame those that come out of the tightly controlled, engineered, dominated, and traditional structure.

Let me conclude my remarks by telling you another little story which is not apocryphal. It occurred in our school district. I think it illustrates this business of the human relations aspects of avoiding impasse. (I am trying still to legitmate my remarks, and get back to the subject.) A number of years ago, the president of our board, (a man no longer on the board, a strong-willed man, a man of deep and abiding convictions, who in private life is a building manager), was arguing with me one night, in a private not a public meeting, about negotiations. This was really when we were first getting started back around 1963. I was arguing that we needed to be mindful of the difference between bilateral negotiations, where the parties really engaged in give-and-take and good faith bargaining efforts, and unilateral decision-making, which has been the traditional pattern, where the board and superintendent simply decide what to do and then have it done. I accused my venerable colleague of not understanding the difference between bilateral negotiations and unilateral decision-making. He said, "I will illustrate it in this way. In my office building, if I decide without consulting ny of my tenants that I am going to lock the street door at 6:00 in the evening, and I do not talk to anybody about it, I just go down and lock it at 6:00--that is a unilateral decision." I agreed. He said, "On the other hand, if I go around and I consult every tenant and we decide to leave the door open until 8:00 and then I go down and lock it at 6:00, that is a bilateral decision."

Chapter 26

PROCESS OF NEGOTIATIONS

by

Mr. Seymour Goldstein

It is a little tough following Mr. Benton and Dr. Shreeve. I sort of feel like the jugglers on the Ed Sullivan Program who follow the Beatles. I will try not to drop any clubs, if I can. I have been allotted an hour and a quarter to talk about the "Process of Negotiations," and my hope, unless I get carried away, is to talk for less than that time, giving an opportunity for some questions or discussion from the floor. This business of restricted time for talks has always bothered me. I was telling a colleague, in my office, about the burdens of preparing some notes for this talk. He asked how long I was going to have to talk, and I said a maximum of an hour and a quarter. Then he said, "That should be no problem with you. The problem would be if it were only a half hour." I am not quite sure what he means by that.

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Unlike Mr. Benton, my ideas are not exclusively my own. I have liberally borrowed from the experience of others in the field, my colleagues, my clients, NEA and its affiliates, my opponents, school boards, and occasionally I even borrowed from the AFT. I hope my talk will be informal in manner or style, but informative. It is structured, as anyone's talk should be, but I am not going to be reading a set piece. It is not a speech, as such. I am talking from notes.

I think we should define the topic we are now in--what are we going to cover and what are we not going to cover? You have already heard from some pretty excellent speakers about various negotiating matters, considerations that go into negotiation--things that come either before or after my topic this morning. You have heard about school board and administrative relationships, fiscal matters, who shall negotiate, how you select negotiators, what the status of negotiators is, or should be, how you use outsiders or neutrals, what a negotiable item is and what should go into the first agreement. We heard about the contents of the contract, sanctions, impasse procedure, and maybe somebody has even mentioned the dirty word "strike", while I was not here.

Then, we heard about bargaining. Who is supposed to do the bargaining, what the relationships are, or should be, between the various negotiators, who are really agents, and their principals--the teachers on the one hand, and the school board on the other. You have heard about what happens when the parties can't reach an agreement at the bargaining table. In effect then, you have selected the cook, prepared the menu, and you have gotten ready for post dinner medication. Let us address ourselves now to the preparation and hopefully successful consumption of the meal itself, or how to avoid the indigestion that comes with impasses and strikes and the like.

In other words, I have been asked to talk about the "nitty gritty" of the negotiation process: What happens at the table itself--the nuts and bolts of negotiations.

There will creep into my comments some policy considerations. Most of the speakers apparently talked on a rather high plane, as they should, about the relationship of the school boards and the teachers and the role of the teachers. We are now getting ready to talk about the nitty-gritty at the bargaining table.

I probably will not be confining myself solely to talking about the techniques at the bargaining table. It always reminds me of the new preacher who was hired by a particular congregation. The Board of Trustees enjoined him as to what he should say, and what he should not say in the pulpit. They told him, "Well, Reverend, we want you to make no political references. We don't want to offend either Republicans, Democrats or Wallaceites, for that matter. We don't want you to talk about the morality involved in the race relations in our country, or that kind of crisis. We don't want you to talk about the morality, or immorality, of our foreign policy, or particularly the war in Vietnam. This sort of thing is much too controversial. We certainly don't want you to talk about any personal immorality of any of the members of our congregation. The last preacher insulted several of our leading members, and we lost contributions. All we want you to do, Reverend, "they said, " is teach them religion." I would find that would be a little difficult to do--simply teach you, or just talk to you, about techniques without throwing in any policy comments. It would be a pretty sterile talk.

For the purposes of this topic, we will have to presume that the parties are ready to negotiate when they sit down--either by law in the states that are lucky enough to have laws, and in the states that are even luckier to have decent laws, or by agreement where you don't have laws, or by having forced such an agreement where you don't have laws. The teachers, for better or for worse, have formulated their proposals, which is a polite euphemism for demands, as the unions use the term. They have done their homework, presumably; they have selected their spokesman, presumably; and the school board has done the same--it has assessed its philosophy, its direction and where it is going. The parties are now ready to sit down and both sides are ready to tell it like it is.

What happens from there? What are the strategies and techniques that are used at the table to achieve the obviously desired result? Which is a fair and equitable agreement. Which is consistent with the interests of teachers, the board of education, the public, and last, but not least, the kids--who are often forgotten in the heat and context of negotiation. What magical formula at the bargaining table is going to produce this result?

I don't have a "magic formula" with me. I should say right now, and I will, that there is no panacea, or no magic formula, no one technique to fill the bill. I think negotiations are more of an art than a science--it can't be solely accomplished by reading, or writing, or talking, or even attending institutes, or much less following out some of the elaborate procedural agreements that we find around the country where bodies have spent countless hours negotiating a procedural agreement. Rather, it is necessary to use some logical techniques and strategies, tailored to the particular situation, to the personalities involved, to the total circumstances involved, to the history of the particular district, and to its entire profile.

These techniques must have some universalisms. That is, they must have proven their value in the art, not science, over the years. There are no blue prints these days--they are helpful, but they contain no blue prints. There are some psychological principles and techniques which have proven useful, when adapted to the particular circumstances. The key word, or the watch word, is creativity--imaginative solutions from identifiable choices. In other words, all that an expert can give you in a given situation is the choices. Then you, the negotiators, have to come up with the imaginative solutions.

This reminds me--the question of making choices or judgements--of the story they tell of the plane trip, much as the one that I took to Spokane last night from New York. On the plane trip it came the "happy hour", as they call it, or cocktail time. The stewardess came around taking drink orders. Occupying one of the seats was a priest who was both celibate--highly so--and also a teetotaler--I mean, obviously, his judgement as to the use of alcohol was rather restrictive and he was an absolute teetotaler. As chance would have it, when the young lady came to his seat, he was in the wash room. She took an order from the chap occupying the seat next to the priest, who ordered a scotch and water, and then she said to the follow, "What do you think the gentleman sitting next to you will have?" The gentleman replied, "I don't know. I imagine he will have scotch and water, too." And so she prepared the drinks. When she came back with the drinks, the priest was then in his seat and she handed him a glass of scotch and water. He looked at her rather strangely and said, "Young lady, what is this?" She replied, "Why, Father, this is scotch and water." He said, "Young lady, do you know I would rather commit adultery with you than drink scotch and water?" The chap sitting next to him, who had ordered the drink, called the stewardess over, bent over and said, "Young lady, you didn't tell me there was a choice!" This, hopefully, illustrates the point. Sometimes we don't even know the choices, and we have to identify them first before we address ourselves to them.

The point I am trying to make here, by way of preliminary, is that negotiation is not solely an academic exercise in logic or logical persuasion. I am sorry to disillusion anybody if they still feel this way, after this week, but it is not a social, or intellectual tea party. Those of you who are teachers, are school board members, or in other businesses or professions, and administrators, normally deal with logic. You are used to dealing with logic and you hope that if two and two make four, everyone will see it that way. Unfortunately, the kind of human relations we are dealing with is such that two and two sometimes makes three and a half, or four and a half. Sometimes we have to use logic and pressure--to use that nasty word "pressure." Sometimes it has to be rough pressure, because of embattled interests on one side or the other. There is also emotion involved in this, and psychology. Only a combination of using the tools and the techniques of those disciplines can achieve these results.

Logical argument alone, is not the key. If anybody goes into negotiations thinking that they are going to present solely and completely logical points of view that are bound to be accepted by the other side, is in for some dismaying disillusions. The name of the game is pragmatism. In other words, as Will James said, you find the right key to find the right door whether that key is logic, whether it is emotion, whether it is pressure--and it is often, maybe it is too often, as an indictment of the process, pressure. But that is the way it is.

Dissy Dean was once asked to what he attributed his obviously great prowess as a pitcher. He replied, after he had thought about it, that there were four things that he could attribute his great skill to: a good fast ball, a sharp breaking curve ball, a good change of pace ball, and a fast moving outfield. I would agree with him that the first three are obviously applicable to teacher-board of education negotiations. Certainly, the fast ball, the curve ball, and the change of pace ball are all used with teacher-board negotiations. For the fourth, I would probably substitute the iron bottom. That, too, is in the nature of the process.

Negotiations are wearying, time consuming, filled with psychological and emotional pressures. They require great patience, and frankly, sometimes they require a strong bladder, because it is a question of out-sitting the other side. Negotiations can also be entertaining, quite constructive, quite ideal and idealistic and quite satisfying. They can often produce the fair accommodation, or compromiser result, which will be good for the taxpayers, the teachers, the administrators, the school and the kids. Without any particular order of things, I am not going to over-structure this talk. Let us get down ot some of the nitty-gritty techniques and strategies used in negotiations.

Although you have all received in the program some of the backgrounds of the speakers, I should interpolate, here, my credentials, While they do consist of many negotiations over the years, in the public sector, as distinguished from the private sector, I have been representing employees and teachers. I was a neutral with the government and in mh private sector practice I represent management. I will try to keep my teacher partisanship out of this, and try to talk about the process as objectively as possible--as objectively as Mr. Benton did.

Occasionally, I may let my pro-teacher bias slip in. You know, you do get influenced by your background. It reminds me of a story a fellow was telling me the other day about a chap who strained his back. He rushed over to his orthopedist and asked what he should do for it. The orthopedic surgeon said to go home and get in bed right away, to rest, and to put a hot pack on the back. He went home, got into bed and put a hot pack on his back, and was still very much in pain as the hours went by. His maid passed his room and said, "What are you doing home, Mr. Smith?" Mr. Smith answered, "Why, I've got a bad back, I've strained it." He explained the doctor's orders. She said, "A hot pad? That is ridiculous! You get rid of that hot pad right away, and we will put cold pads on it." She got rid of the hot pad and put on a cold pad, and sure enough, in a matter of minutes the pain went away and he was much relieved. In a day or so he was able to go back to work. A week or two later, he met the doctor at the golf club and the doctor said, "How are you? How is that back?" Mr. Smith replied, "Fine, Doc. But you know you told me to put a hot pad on it, and I did and it didn't work at all. Then my maid came in and after repeating the whole story to her, she said for me to use cold pads and I did and it went right away." The doctor said, "Is that so? Your maid told you to use cold pads? My maid told me to use a hot pad." So, you can see from that, even expert opinions are somewhat influenced by the environment in which they operate.

Before we get to the table, there are some matters relating to preparation for bargaining that I ought to comment on because it is so axiomatic that it is belaboring even to say it: no strategy or technique will be effective at the bargaining table unless there has been some preparation, unless both sides are ready. In that sense, part of your strategy is the preparation factor.

Since the process is going to be one combining logic, persuasion, pressure, emotion, psychology and all the interplay of dynamics between people, keep your committees small. This is the first thing I urge upon both sides--small committees. While there are no magical numbers, most people I know find success with as little as three and a maxium of seven, which I personally, find too many. The people are presumably already selected--I know you have already talked about that earlier in the week--on the basis of their merit and contribution. They are, presumably, a cross-section on both sides of the information and positions and knowledge that will be necessary to produce at the table.

Everybody has their own ideas about the ideal kind of a committee. From the point of view of an association, or a union, bargaining, I would say that probably you should have your president, your salary chairman, and one teacher at each of the three normal levels: the elementary, junior high and high school levels. If you are a large enough association and have an executive secretary, you might have to substitute or insert the executive secretary there.

Like some of the speakers, I don't think that principals normally have any role on an association or union bargaining team. I am not going to go back and rediscuss what you already have discussed, in great length, as to what the precise role of the principal is, but I don't think a principal works out very well in what is basically a rank and file bargaining unit. Whatever else goes on in bargaining, both sides should be somewhat monolithic, at least at the table. I have had principals blurt out, when the board of negotiators are asserting a particular position, "That is right! I agree with that!" That may be fine, ultimately, if your concept of negotiations is to come out right away with the ultimate truth. But it is bad technique to show division on one side or another. The two groups should be monolithic and should caucus and get their concensus in the caucus, not at the bargaining table, so to speak. I think for that reason, and others, principals do not belong on bargaining teams for associations, or groups of teachers.

If I were picking a school board bargaining team--and I am excluding outsiders for the moment--if I were representing the school boards, or advising them on it, I would think that the superintendent, or the assistant superintendent of personnel, two or three principals representing the cross-section, and perhaps the business manager, would be the ideal bargaining team. I do not believe in board members being present at negotiations. That may sound strange, coming from a teacher representative, because many teacher groups do not agree with that statement of mine. Many feel they want "pappa" there as the source of ultimate power. I suppose in the private sector many unions wish they had the President, let's say, of General Motors, present. But the President of General Motors is never present, because if that ultimate source of power is there, there is no time for reflection or consideration--that is what caucusses and recesses are for. So, if I were a board of education I wouldn't want members at negotiations.

As a teacher representative I don't want them there for a different reason. They are often not qualified to participate in the discussion going on at the bargaining table. Their time, because they have other occupations and professions, is necessarily limited. It just isn't practical. I would much rather have a board team with bargaining power--true negotiating power. I will let them deal with their board of education and their principals, which again raises the question "Where does the principal fit?" I am suggesting that if he belongs any place at the bargaining table at all, he belongs on the board's side, and is one of the members of their team.

I listened this morning with interest to the debate, or the discussion, of the role of the principal. Things aren't always what they seem to be. Some people think that the principal is a member of management or a member of the teachers group. It reminded me, in some ways, as I was listening this morning, of the somewhat ancient story which shows that things are not always what they seem to be. This is about the chap and his wife who had eight children. He was getting more and more despondent as each child came on the scene because of the cost of living, and the responsibilities of being a parent, and so forth. By the eighth child, as far as he was concerned, he had had it! As depressed as he was, he made a vow to himself that he just wouldn't have a ninth, and if he had a ninth he would kill himself, just literally that. He came down to breakfast one morning and talking to his wife, he caught that glint in her eye and he knew that number nine was on the way, despite all of his hopes and wishes. Depressed, but resolute, he went down to the basement, got a strong rope, set up a chair under a beam, threw the rope over the beam, made the noose, set up everything, put his foot on the chair, put his head into the noose, pulled the noose tight, and was about to kick the chair away when he suddenly stopped and said, "My God, maybe I'm hanging an innocent man.'" I suppose this demonstrates that things aren't always what they seem to be.

There have been a few school systems where principals have been part of the rank and file unit and on the bargaining team, and it has worked. I would hesitate to make an absolutely universal statement. I don't favor principals in the rank and file bargaining unit team. But then along comes a district which occasionally shows me that it is working. Since pragmatism is the name of the game, you can't knock it if it is working. But generally, it does not work.

I can't stress enough that before you get to the table, both bargaining teams must have full authority, subject only to final ratification of their principals. In short, as far as the teachers are concerned--I keep using the word "association", but you can substitute the work "union"--the association bargaining team must promise the board that they will make a hard sell to their members for that agreement which is finally reached. If I were a member of the board, I would insist on the committment of this sort at the beginning of the negotiation. You don't negotiate and reach some agreement that you don't sell real hard to your principals, even if you have some reservations about it. In other words, the whole concept of collective bargaining, and of the authority of the negotiating team on each side, is that when they leave that table after the "crunch" on that final day, both teams are ready to recommend to their principals the entire deal, with or without minor reservations. They must recommend it and sell it as best they can.

The school board has the right, ultimately, to veto the judgement of its negotiators. The teachers have the right to veto the judgement of their negotiators. But subject only to that, both sides should have the responsibility, and therefore the authority, that goes with the responsibility. Does that mean if teachers make proposal "A" today, the school board team has to have an answer? Of course not. They may have to consult, they may have to caucus, they may have to talk to their principals in the interim; but principals, I mean the board.

Ultimately, both bargaining teams have to have the power not to be merely errand boys. If they are going to be errand boys, you can do your negotiating by a computer, or Western Union, by mail, or something like that. Both sides have to be in a position to take positions--if not at this meeting, at the next meeting--without constantly communicating messages back and forth to the principals. This is an essential.

I also believe that negotiators should have such power that the kind of interim reports they make to their principals completely fill in the principal on the activities. The superintendent, for example, who is leading his bargaining team and reporting to his board, or the teachers' negotiating committee reporting to the teachers at various meetings, should have the authority to make relatively sketchy and minimal reports to their principals. This must be because, as I will say again in a few minutes, negotiating is not normally a "goldfish bowl" process. It is not a process where a decision is openly arrived at. An "open covenant secretly arrived at", is a better way to describe the process. A process where everybody knows everything at every stage of the time sounds wonderfully democratic, but it is really anarchy, not democracy.

If I were a school board that had to negotiate with a committee that literally reported everything back to its members, then I would say, "Why negotiate with you people?" I don't need an intermediary. I will negotiate with the mass. And similarly, if you have to negotiate on the basis that everything that is said or done is going to be reported, literally, back to the board, verbatim, it gets absurd.

Speaking as a teacher representative, I know that the policy of any good negotiating committee is to make very accurate, relatively sketchy, and minimal in detail reports in the interim to the membership. For an example, I don't think once a comprehensive contract is drawn up by the negotiating committee, there is a need to have distribution of the full text of that to all the teachers. If you do that, then you are going to have hundreds of sea-lawyers probbing away at every comma or every iota of language.

Presumably, the ideas in a teachers' proposal have come from grass roots, or they should, if they haven't. If they haven't, then there is something wrong with that union, or that association. Once the ideas and concepts come, a summary of what is being proposed can be given to the membership, either orally or in writing. A sketchy summary, not the specific language of these 50, 60, or 70 page proposals, should be circulated among the membership.

While I don't speak for school boards, if the school boards' negotiators have sufficient power, I don't even think it necessary for the school board negotiators to give or distribute, to their school board members, a full text copy of the teachers' proposals. For one thing, it will save that sudden heart attack that they all get when they first read the proposals. That is not going to be the ultimate contract.

What I am suggesting then is, that the negotiating process relies a good deal on faith and judgement of relatively limited numbers of people on both sides. If you say too much to too many people, it ruins the process. Everybody starts talking for the record--for the show--rather than doing business, so to speak.

There was also some mention, I gather, earlier in the week about the use of outsiders, in one way or another. Mr. Benton mentioned that negotiations were becoming more professional, in the sense that they were using more full-time, professional people. I certainly don't think either side ought to limit its rights to use outsiders. Depending on the finances of the particular district or the particular teachers' group, I think that it is a good idea to use outsiders if you can afford it. Don't use them to the degree where you are going to turn everything over to outsiders and really abnegate your responsibility to get the data or to think it through to make judgements. But it is a good idea to use professionals if you can. I don't think that it is obligatory, but I do think that it is a good idea.

Some people often challenge this thought. I heard that "challenge" just the other day, only in a different context. Some people will say, "What do you mean use outsiders--use some NEA representative who knows nothing about this district?" or, "Why should the school board employ some labor lawyer?" They will say to me, "You're a lawyer, what do you know about education and educational processes? My answer to this is always, "My wife's obstetrician never had a baby, but he knows pretty well what her problems are." The answer is that an expert, judicially selected, can go an awfully long way.

One other preliminary that you should do on both sides, is--and they used to say this during World War II as they showed us movies--"Know Your Enemy". Substituting "enemy", I would read, "Know the Personality Sitting Opposite You on the Table". It is essential that you study a little bit about the profile of the community you are dealing with. Learn what the power structure is, who really calls the shots, is it a strong-superintendent, or is it a weak-superintendent, which of the board members are the key people, which of the teachers are the key people, and what are their interests and backgrounds? How do you appeal to them? Remember, you are going to use all of the emotional and psychological wiles on these people.

I also believe in comprehensive written proposals. There are still teacher groups around the country that have sketchy, several page agreements. While there is no premium on pages along--50 pages instead of 4 or 6 etc.--the business of the scope of negotiations are too complicated to rely on some sketch piece of paper. Teachers should prepare full, comprehensive proposals on all subjects of interst to them.

If you publicize your written proposals, word for word, you get locked in. You have to defend the language with all the sea lawyers, your constituents, or members. You have to debate tangents, rather than get into the real substance of the business. The same thing is true of the board, as such. I would like to give you another comment on language. I have seen too many teachers--and teachers are more guilty of this than board members--who are in love with their own words. Having finally selected the words, the words become sort of sacred, like the words that were given at Mt. Sinai. Words are only tools, and often you can reach agreement by making small word changes, by chaning the mood of the sentence without changing its substance or meaning. This is true again, of both sides. Both sides should be tremendously flexible as to the language.

It is essential, in my view, in setting up your bargaining team, to get at the table as a group. You must pick a single quarterback. I have what is called a dogmatic view on this subject. My view is to have one quarterback--meaning one person who will be the spokesman. I feel you must have only one person on each side who will not only chair his side's end of the discussion, but will do all, or almost all, of the speaking. Occasionally, if there is some technical, or complex, subject, that is in someone else's expertise, then he might call the expert to speak. But, this sort of thing will be done under his control and dictation.

Teachers, the board of education, administrators, and the board members, have a tendency to view negotiations as a kind of place to get rid of your hang ups--to express your emotions, or to debate supposedly logical points of view. If you can say it a little differently than the fellow sitting on the same side of the table, you chime in and reiterate. This is bad, and it is dangerous, too. In order that each side appear to each other to be strong, unified, and monolithic--to have a concensus for that reason alone, one person should speak. When picking a quarterback, obviously, don't pick an irritating person, or someone with some personal hang-ups, or animosity of a personal nature, towards people on the other side. Pick someone who is firm and strong but presentable, at least in manner. Try not to shift spokesmen as the weeks or sometimes months, go on in negotiations. Try to keep the same spokesman.

Have a firm rule, on each side of the table, that nobody speaks, or even blurts out, a comment without first clearing it with the quarterback. You, of course, should have an over all plan. When you get into negotiations, you should have some rough idea of what direction you would like to go, and some rough idea of the general strategy you are going to use--when you are going to spring your ideas. But don't be bound to that kind of a literal blue print.

Above all, preserve a feeling of unity on your side, whether you are the teachers' side, or the boards' side, even if you are, in fact, divided. If you are divided, there are many ways to resolve that resolution, but the teachers shouldn't do that in front of the board bargaining team, and vice versa.

One or two people, on each side, should be designated, by their own side, to take notes. You should take fairly comprehensive notes, as they're useful later if there is an arbitration, or a dispute involving interpretation of a contract, or what a particular provision meant. Notes are useful for that, and they're also useful to explain to your teachers, or your board, what was meant by some particular statement.

I do not believe in the use of minutes, or joint notes, which some rather boy-scoutish associations and boards of education still follow. It is the old concept of the committee--they appoint a secretary, and some of ~~them~~ alternate on Wednesday as the boards' personal secretary, and on Tuesday it is the teachers' group that is the personal secretary. I don't believe in that. The point of the notes is not to preserve, as we're preserving the record of this institute--not to preserve a nice series of academic discussions--but the point of the notes is to record the important things that will flesh out the meanings of the contract, the intentions of the contract, the directions the people were going in. Don't have joint notes.

Don't permit a tape recorder to be used in the negotiating room. There are ways, if the other side insists on a tape recorder, and you reach an impasse on that, there are many ways--technical and otherwise--of jamming up that process. For example, have several people talking at once, or say nasty things, and that kind of thing.

The same is true about public meetings. Do not agree on public meetings, if you possibly can. (A public meeting is where teachers and the public can come in.) You don't negotiate in a gold fish bowl. If the other side absolutely insists on public meetings, and you happen to be in a state where there is no law, and you are negotiating, in the first place, by the discretion of the board, there are ways of killing the public meeting.

We have run into this type of thing where boards have insisted--or teachers, for that matter--on public meetings, with the press present and the like. All you do is refuse to talk to the subject, but make speeches for the record. Expose all of the nasty things the principal did in the way of wasting public funds, or some delinquency of teachers on how they leave early, and things like that. Once this happens, one side or the other will soon kill public meetings.

There are ways of thwarting it, if one side or the other brings in a stenographer. You can't prevent it, I suppose, but it is even easier than the tape recorder to kill. Just by talking fast, not slowing down just because the other side says that they want to take it all down, you can kill it.

What I am trying to say is that these techniques of tape recorders and stenographers and public meetings are really stultifying to the process of negotiations. They are artificial. They really do hamper a true exchange of words. Parties should feel free at negotiations to be candid, to qualify their statements, to amend, to even, perhaps, speak inaccurately. Many will make a misstatement that they later have every right to correct or qualify. Again,

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this is not a trial record. This is not some public hearing where everything has to be carefully said. That isn't the nature of the process. The people should feel free to say things that they might not want to say to their public. This is one case where the end maybe does justify the means in the sense that as the negotiator for one side or another, I want to have the opportunity to say things at a given moment, at a given time, if I am given the mood and the circumstances of the meeting, that I might not say that way upon a different reflection. Or, I certainly might not say it that way if my principals were present.

My principals, if I am an association-negotiating team, or if I am on a school-board negotiating team, have instructed me to come in with a certain achievable end. They have instructed me to do my job by fair and lawful, reasonable and honorable means. But in the scope of that kind of reference--which is relatively broad--I as a negotiator, for either side, should have the opportunity to exercise my judgement in what I am saying, how I am saying it, and when I am saying it--not speak for the record. I must speak for the purpose of achieving that result and all of these artificial means that I have mentioned thwart that. There shouldn't be a compulsion on either side to speak for the record, rather than to each other. The idea of negotiations is to communicate with each other. It isn't always, unfortunately, to communicate ideas. Sometimes it is to communicate threats, or pressure, or emotion, or the psychological techniques--but whatever it is, it is to communicate to the other side, not to some third party.

I might say that I don't agree with the technique that was described as being used in Denver, namely to reach an agreement, a decision, that neither side will issue a press release or a statement. In other words, not to issue a press release unless a mutual statement is being issued, or you are released from that agreement. I think that is a dreadful mistake for either side. I think either side should preserve its right to use whatever public pressures it wants to use--whether it is press statements, press releases, or otherwise.

Unless the air is already blue, unless there is an absolute state of tension, if the parties past relationships have been fairly reasonable when I start negotiation, I have no hesitancy in telling the other side that it is our present intention not to release anything unilaterally to the press. I tell them that we intend to adhere to that intention unless we, the side that is speaking, make the judgement later that we don't want to do that, or the circumstances change. In short, speaking for the teachers for the moment, I don't want to be gagged and required to get the consent of the board of education for some statement to the press later.

The first five meetings may be entirely proper and honorable and pleasant, and I would have no intention of making a statement to the press. The sixth meeting may be a horror. The board may do all kinds of things that it shouldn't be doing, and I don't want to have to go to them and say, "Please, may I issue a press release?" or "If we issue a press release, then we are breaching a good faith agreement." That is absurd. I feel that way as far as the board of education is concerned, too. This is unlike private sector negotiations where the public, normally, unless they are directly affected, couldn't care less about General Motors, for example.

In statutes that we are trying to change, and constitutions that we are trying to get interpreted differently, teachers do not have the right to strike or take similar forms of actions. I stress the fact that they don't have the right to, apparently, but they are challenging that right, both in courts and by action.

Since the teachers are under that kind of restriction, and I won't argue whether that is good or bad, what else have they got? They have a number of things but public pressure is one of the primary weapons. Or on the other hand, a board of education that is being hit with absolutely inequitable and unfair proposals on the part of teachers--whose militancy may have run away with them, and they are being irresponsible--certainly if I were a board of education member, or negotiator, I would want the right to say whatever I want to say to the press. I stress, at least that is my view, that neither side should bind themselves to a no-press release policy. The most you should bind yourself to is a no-press release intention, unless the circumstances change in your view.

Now, again, remember that in your speech at the bargaining table, you are not trying to speak for the record, you are not, or shouldn't be, attacking personalities, you shouldn't be scoring debators points, you are trying to reach an agreement by a combination of persuasion and threats--not score debators points. There is a tremendous tendency, when you are speaking, on either side of the bargaining table, when you see a tremendous hole in the logic of the other fellow's side, to come back and score a point. You are really showing up the other side. Don't do this. Or at least, refrain from the temptation to do that.

You are not at the bargaining table to expose the poor arguments. When I say "poor arguments" I mean the poor arguing techniques of the other side. You certainly can criticize their arguments and say, "They are all wet, because," but you shouldn't say that you are not so concerned with the substance, but you are only concerned with the mannerism of speaking. To score points, to expose every possible tangential error on the other side--those are compulsions that teachers seem to have. I have seen school board negotiators, board members and administrators, slowly tearing their hair out. Teachers will have to refute every conceivable statement made by the other side, even if it is tangential and irrelevant to the particular discussion. You may get rid of your hang-ups that way, or you may get some self-satisfaction out of it, but that is not why you are there.

Now, let's talk for a minute on where you negotiate. We are getting down to mechanics now--whether you negotiate in a place provided for by the board of education or you negotiate in a neutral place. This depends solely on the size of the city, the relationship of the parties, and things of that character. Some of the parties are so protocol conscious about not negotiating in the other fellow's parlor that they alternate places to negotiate, or they flip coins and the like.

I would say that if you have a "Neanderthal Board of Education," and we have plenty of those who have been pushing the teachers around for years, then try to negotiate somewhere besides the board's parlor. What is more important to me is not where you negotiate, but the physical setup is what is important. What you should have would be what I call a table of equality.

I remember entering one room where the board members and the administrators were arranged around the table in such a way that if more than two of us tried to sit at the table it would be difficult. I sort of instructed some of the heavier teachers--those even heavier than I am--to kind of jockey and push. We kept pushing and expanding, and using some gym teachers and the like, and before we were through we had staked out our half of the table. It sounds silly, and it is in a way, but it is a question of a psychological tone.

The place--the room--should be one where there seems to be equality. I agree with Mr. Benton, by the way, about his radical statement, perhaps, from my clients' point of view, that the ultimate authority still resides, and should reside, in the elected school board members. That is our system, and I think it is really a pretty good system. While the ultimate authority for the ultimate decisions on education--its quality and growth--lie with the board, that doesn't negate, and I know he agrees, the process of teacher negotiations with the board of education. In that context, the parties are equal--they are equal at least psychologically. The powers may be different, or unequal. In some cities, the board will have the assendency, and in other cities it will be the teachers. But at least nominally, you should start off with an atmosphere of equality.

Each side should have some private place, in the same building, where they can caucus privately. Many teachers in public schools have learned that many rooms are less than private. You hear some awfully interesting things in the other fellow's caucus, without meaning to hear them, but you can just hear them. I suggest as a physical matter, that you arrange for more private caucus rooms.

I am opposed to the so-called "procedural agreements" that are often negotiated between the parties. I am opposed to them because they take too much time to negotiate, they are argumentative, they are restrictive on one side of the table or elaborate on the other, and they cover all possible contingencies. It is that sort of computer-like mentality that teachers and administrator negotiators seem to exercise--that every possible contingency has to be covered in advance, procedurally. They are often used in advance by one side or another, unfortunately, usually by the boards of education, as a stalling process. I have literally seen months consumed by negotiations over a procedural agreement. I am referring to an agreement which says, "When will we meet and how will we meet?"

I went into a negotiation in Southfield, Michigan, a couple of years ago and discovered that they had hammered out, after three months, a procedural agreement. The teachers were insisting the meetings fall on both Tuesdays and Fridays. The board wanted no Friday meetings because the administrators wanted to go home reasonably early. I don't blame them. It was a weekend. The board had finally yielded and they were having a three hour meeting every Tuesday, and a one hour meeting every Friday. When that hour was up, you could be in the middle of a sentence, but everybody left. It was that kind of an agreement. They also signed an agreement for no publicity. When I got on the situation, I couldn't even complain about this, publicly, you might say. They also had an agreement limiting who could come in to negotiate from the outside.

I think it is a horror on both sides--a real waste of time. Maybe in rare circumstances, as a psychological matter for openers to show the teachers that parties are able to negotiate a piece of paper, that sort of thing may be worthwhile. But I think they are absurd. I think that any procedural arrangements can be made at the first meeting, and then again from meeting to meeting in a much more informal way. In other words, you can get better results by just sitting down and bargaining, with both sides being prepared and knowing what they want.

This raises the questions about the subject Kai Erickson spoke about earlier this week--bargain ability. As everybody knows by now, certain subjects are considered to be bargainable subjects and others not. We have laws that attempt to define what is bargainable, such as salaries, hours and other conditions of employment. That may be broad enough to cover everything, but other people look at it more narrowly.

My own philosophy is that the parties on each side would better spend their time not arguing what is bargainable, but simply talking to those topics, and it will shake down. If I were a member of a board of education, and I thought the discussion of curriculum was not a bargainable matter, even if I came to that judgement as a pragmatist, instead of sitting at the table with my team and saying to the teachers, "It is not bargainable. The curriculum is not bargainable", instead of saying that the board should say, "We have made some judgements on the curriculum. We feel that without our province, and while we technically hold to the position that you have no rights discussing this topic, what do you want to say about it? What do you want to do about curriculum?" After making this statement, you should then begin bargaining about it. When you tell a teacher, "It is not bargainable", all you do is aggravate the situation. It may be that the board of education will come to the conclusion that those teachers do not know a darn thing about curriculum, and whatever the board's sytem of developing curriculum is, it will continue.

To bargain, in fact, does not mean that you are agreeing to any particular thing. I think one spins one's wheels, and only aggravates the situation, normally, and it comes out to be another stalling tactic, on either side, to argue bargainability or non-bargainability of a subject.

I will illustrate this point by a specific negotiating situation in New York. We were proposing summer school salaries. I had been retained in the middle of the negotiations. The board had been playing the tune of "They're not negotiable". The teachers aid, "They are negotiable". Hours and hours of meetings were consumed by this rather sterile debate. When I got into the situation I got pretty tired of hearing that. I finally said to the Board of Education, "All right! We will assume that you say it is not negotiable, and we will assume that we say it is negotiable. So we have our 'Mexican stand-off, ' as an impasse over the legal question. Instead of arguing, what in fact are you people willing to do about summer school salaries? Are you planning to increase summer school salaries?" Well, the superintendent blurted out that the board had been considering this. This was not a shocker because they were not competitive in that district on summer school salary. I then said, "Have you reached a final judgement?" He replied, "Oh no. We haven't decided completely, yet. That is up to the board--you know, management prerogative." I asked, "Are you willing to discuss this with our group and get their views on what might be a fair summer school salary?" And he said, "I don't see why not."

At this point, one of my teachers asked for a caucus and said, "You're selling us out! That is a bargainable subject, let's fight until they are going to agree to bargain over it." I said, "You idiot! They are bargaining now. They are about to tell you what their view is, and you are about to tell them your view. They may accept your view or reject your view, and even they are not calling it bargaining and you're not, and they are preserving their right. If your view makes sense, and if they say from $30-$32, and you say $33 is more competitive and you get better teachers, maybe they will agree with you and maybe they won't. But you have gotten to the process of bargaining. We will argue next year as to whether it is bargainable."

That is what happens. The board teams said, "O.K., we are willing to listen to your views and discuss them with you, but it is not bargainable and so forth," and they bargained. That wasn't a trick, incidently, or a trap on my part. I'm not suggesting that for a pat on the back. What I am trying to say is that once the board people felt that they didn't have to change the figures that they might have in mind, and they hadn't finally resolved those figures, and once the teachers realized that they didn't have the veto power over summer school salary, they were all ready at that point to exchange views on the propriety of the summer school salary. Whether they called it that or not, it was bargaining. That is an illustration, in my view, of how you should bargain about the subject.

Teachers will ask, "What if the board is so hardnosed about that they keep sitting there forevermore and saying, 'It is not bargainable'?" In the final analysis, all you can do is exercise whatever legal rights you have, impasse machinery under your statute or agreement, or strike, if that is your judgement. Short of doing that, all you can do is reiterate your position on the merits. In other words, I just do not accept, as a teacher representative, the argument on the other side that a subject is not bargainable, when it doesn't foreclose us from talking. They may not listen, but if they are not listening, they probably would not have granted it even if it was bargainable. So it comes to kind of an exercise in semantics.

I also warn parties against formal agendas for negotiation sessions. I have walked into situations where they have an agenda for today--where they are only going to speak about this--and at the end of the meeting the teacher will say, "Now do you agree that we will discuss "A" and "B" next time?" I suggest that you avoid, for the most part, these formal agendas. I will talk in another minute about what order of subjects one tends to take up in most bargaining, but whatever it is, when you set down the line in bargaining, don't be concerned with a formal agenda. Each side should select the topic that they feel for tonight is the night, and now is the moment, so to speak, and those are the topics that should be discussed. Each side should give the other side enough respect to discuss the selected topics of the other side.

Let's talk about the meeting dates and hours. Obviously, you schedule your first meeting before you have it. Having scheduled the first meeting, do not make the mistake of many boards of education and associations of carefully scheduling a whole slew of dates in advance. You can't computerize, or blue print, negotiations that way in advance.

For those of you who are mathematics teachers, who probably could explain the concept that I am about to relate to you, there isn't a one to one correlation between the frequency of meeting or the length of meetings, nor the interim between meeting and the success of meetings. There are negotiations that can be settled over a drink in fifteen minutes, and there are negotiations where there needs to be four months of talking it out. It all depends upon the personalities involved, the mood, the psychology, the pressures, and the like.

Teachers, particularly, would rather be negotiating than teaching. They enjoy the show of negotiating and enjoy people like Mr. Benton, myself and other performers. Teachers will sit there forever and they will go on day after day. They like long meetings, and when I agree, as a teacher representative, with a board representative "let's cut it off at three this afternoon, " the teachers will say, "What do you mean? Why three? Let's go on until at least dinner time." Many teachers and some administrators correlate progress in negotiations, with time. This just isn't true. Just as nature abhors a vacuum, if you get more time in, you will get less per minute. It just works that way.

The same number of topics will be covered in half the time, or double the time. Provide the time and people will use the time to speak. The real answer is that it is that magical moment of truth when you suddenly reach an agreement. I don't know when it is. You have to feel your way through it. You have to create the mood and the atmosphere for that way, and then you reach it. But you will never reach it arbitrarily. Just like I tell my wife, she always buys things in the last store visited. I can never tell her that she should have gone to that one first. Had she gone to the last store first, it obviously wouldn't have been the place of selection. In other words, provide the opportunity to waste time and talk and the people will do it.

Don't blue print your dates in advance. Set one day at a time, and normally, at the end of the meeting. Try not to leave the table without another date set, unless people's schedules make it impossible. If they trust each other, they can call each other in a day or two and set a date. But normally, don't let it drag on in the sense of not having a date. Have a date before you actually quit.

Don't tie your meetings in with regular board meetings. Sometimes boards of education--particularly where the members are participating in negotiations--have an idea that since the regular board meeting is at 8 o'clock every other Thursday, why don't we just have the teachers negotiations from 6 o'clock until 8 o'clock: Don't do that, or at least I don't recommend that for teachers. I think that for board members it is a burden, but for teachers it is a definite psychological disadvantage. It is the old system where you are appearing again, only you have a little extra time, now. You are appearing at a board meeting for a hat-in-hand presentation. Don't tie your negotiation meetings in with the board meeting.

As to how long the meeting should be, I don't know. It depends really upon the people. Obviously, a half hour, or a few minutes, isn't productive. Unless you are making a final settlement on a crucial issue, your meeting should last at least several hours. But exactly how long, I don't really know. It depends upon the mood, the temperament, and the psychology of the parties. Have an approximate idea on when you are going to quit, but don't make it literal.

In the Southfield, Michigan, experience, they had a clock in the room which, after a while, really got me. At 5 o'clock, or whenever the specified time was, that was it--we left. You could have spent hours on both sides, building up a mood and atmosphere, had your caucusses, had the blood spilling among yourselves, gotten very close to an agreement on a crucial subject, and by George, it is now Friday 5:00 P.M. and we've got to go! The superintendent would pick up his hat and brief case, my chief negotiator would pick up his, and that would be the end of that. On Tuesday, the whole mood would be destroyed, and we would have to begin all over again to build up the mood and atmosphere. So, set up an approximate time, but have some flexibility in it.

Then, of course, comes the old question of when do you negotiate--that is, what time during the day? A very literal, but a very practical type of question, which different school systems have found different solutions. There are obviously three choices: the day time, business hours, or after school until dinner time, or the evening. Many boards of education--in line with the old feeling that boards of education work as a part time thing, because they have other occupations or professions--prefer to have their meeting at night, so everybody comes in exhausted after a full day of school, or whatever it may be, and then negotiate at night. Some agreements are reached that way, but I don't find it the most satisfactory, or satisfying thing. After school is somewhat better, although it tends to make for a constricted afternoon. Day time negotiation, obviously, is the most advantageous. School boards often say, "No! It will cost us money on released time." But the association doesn't have enough money to pay the teachers.

I once finally convinced a more enlightened board, that if you took off five negotiators and hired substitutes for $30 a day--$150 a day for, say 20 meetings--it is all of $3000. When you are talking about budgets in the hundreds of thousands, or in the millions, in the case of some school boards, that was a rather modest investment in goodwill for a school board to put in to negotiations, even though they felt that the teachers would linger. They found that all of the teachers were conscientous; they made their lesson plans, came in early in the morning before the negotiations to work with the substitutes, and did the same things that principals and administrators do when doubling in brass during the negotiations. I recommend it. If I were a school board member, or a school board attorney, I would grant release time for teachers for negotiations, paying them or their substitutes. I think that it is a modest investment in efficient negotiations.

Remember, too, when I said that the number of meetings, or the frequency of meetings, is not crucial, you have to understand one facet of the process--what happens at the negotiating table is like the iceberg, where one-tenth is above water and nine-tenths is below water. Many of the crucial things do not happen at the negotiating table. My iceberg metaphor may be bad, too, because the Titanic sank on an iceberg. In any event, I really do think that there is so much done between meetings, in private sessions, and between key negotiators. In reassessing your position, your point of view, there are so many caucusses you have to have. There is the drafting of certain crucial classes that have to be accomplished. Sometimes, it is a good thing to have a fairly decent suspension of time between these meetings to cool things off.

The whole trick in talking to people at negotiations is not to let issues harden. Let me define what I mean. You are the teachers, for example, and you have on Issue A a certain position. You feel you are right, and feel very strongly about it. Well, it takes two to tango in good faith.

If you persistently push and press and argue back and forth about that issue, you will only harden the views of the other side--you will, in affect, set up a challenge. This is where psychology, rather than logic, comes in to it. You will challenge their manhood--their virility, so to speak. In other words, if you will force the other side to take a firm "NO" position, that may be the ultimate position, because they may feel challenged or feel that you've laid the gauntlet down. It is a lot better, in these negotiations, when after discussing an issue and you are not in agreement, don't make it an impasse. If you're not in agreement, go on to something else. You can always go back to this at another time. If you push, the ultimate answer may be "no".

I often say to labor unions, in my private sector practice, when they're pushing for something, and I think the answer is "no" for the moment, but I'm not absolutely sure inmy own mind and I want to think about it and consult with my team, my answer to them is, "Look, if you press me for an answer, there's only one answer I"m going to give you and that answer is 'No.' " Once it is "no, " it may have to remain that because of the emotions and psychology between us. Don't press me, and maybe the answer will be different." I really shouldn't have to say that to experienced negotiators on the other side, but that's one tip I'm passing on to you. Don't you push so hard at any one time that you're going to force the other side to feel that they can't back down. That is another reason why you should sometimes have delays between meetings, caucases, etc.

What happens at the first meeting? The first meeting should be, hopefully, a business-like, cordial, arms-length atmosphere. Try to create a problem-solving type atmosphere. At least start out that way. Try to convey some good faith. It is a good idea for both sides--at the very first meeting--to have their eloquent spokesman make some general remarks. Have him make some general remarks of where they are going, their intention, to reach a fair agreement, to presume that the other side has the same objective. Make some good-will statements.

One board of education that I dealt with, had a wonderful technique. They had a bargaining team consisting of the kinds of people I've described--principals, superintendent, business manager and attorney. However, at the first meeting, every single board member appeared. They introduced themselves to the teachers. The president of the board of education made a very cordial statement about their intentions, under this particular statute, to comply with the statute. They made some generally nice, philosophical statements--which was not money in the bank, but certainly created an atmosphere and tone. They stated that the board would not appear at any of the meetings, but would put full trust and authority in their negotiating team. Then they served coffee. As corny as that whole atmosphere sounds, it at least started things off on the right foot.

If this is not the first contract--if it is the second or third--the proposals will be limited in number. At the very first meeting each side can present to the other side--and should--the written proposals, if they are relatively short, and can explain them in some general terms, without any debate or arguing. More likely these days, so far, we're dealing with first negotiations, or at least the first comprehensive negotiations. The association, or the union, should come in with comprehensive proposals.

Let us assume that the proposals are the 50 page contracts that Mr. Benton showed us. If the association comes in with that, it would obviously take much too much time to explain all of that at the first meeting. It would be lost, because the board really hadn't seen it or understood it. Therefore, what the spokesman for the association should do, at the first meeting, is that before he actually presents it to the board--once you give them something to read, they won't listen to you any more--let the spokesman give the major objectives. Let him describe, in general broad terms, the major objectives for that particular year--the general subject areas of the proposal. Give the board the copies of the proposals, and end the meeting rather early and cordially with the date for another meeting. Give a fair amount of time--perhaps a week or two--for the board to review those 50 or 60 pages and take a position. That would end the preliminaries.

The next meeting would really be what I call "round one." I'm structuring meetings, but you must tailor your own situation to this structure--this is not an iron clad rule. At the next meeting we have had 50 or 60 pages of proposals that the board has had a chance to read. The proposing party--which is usually the association, or union, but not always--should then go through each and every proposal, explaining briefly the rational, the purposes, the needs and the problems covered by each proposal. In other words, explain it in summarized form--not at any great length--but explain any possible ambiguities.

You may have proposals where teachers want such-and-such, but the board doesn't have any idea why they want that proposal. At this first round, or the second meeting, the proposals should be explained briefly. The other side would be wise not to respond on the merit, at this point, but should really ask questions. The other side should have a lot of questions--"What does this mean?" or "Why that?" or "Do you mean this, instead of that?" The board should have questions, and as each proposal is explained by the association, the board spokesman should ask all the questions, for his side. In some cases, it will not be so much a question of what you mean, but what information do you have for this? Can you get us examples of this or that? It should be an information-seeking thing. The board should not take a position on this round one--it should be explanation and clarification time.

The next meeting begins "round two." The entire contract should be gone into again and the board should then give very briefly for each and every proposal, its position or reaction. This is obviously divisible into a number of parts. In some cases the board will say, "We agree with that--that's o.k. with us." In some cases the board will say, "We neither agree nor disagree...we want to know more about this." You should end up with a total reaction of the board, which is their response, or their counterproposal.

If the board has any specific additional matters to propose, this would be the time to do it. At that point, which I call "round two", you have now gone through the long document twice. You now have, at least superficially, the position of both sides. The board at least knows in general terms why and what is being proposed--not only the words, but the intentions and problems that it reflects. Sometimes associations propose things because they are told to by the state association, or by the NEA, and there isn't this particular problem at that particular school district. The school teachers don't have the faintest ideas, sometimes, why they are proposing it. It is a legitimate question for the board to ask, "Has this occurred in your system?" or "Is this a problem?"

At the end of "round two" then, each side has, in very broad terms, a position on all of the issues. At that point, each side should separately--either in caucus, or more likely, during a recess between meetings--divide all of those issues into three broad breakdowns. These breakdowns would be: 1) the items where there appears to be full agreement; 2) the items where there seems to be some agreement in principle, but where there has been expressed some reservations--serious or otherwise--or the board wants some further discussion, but has shown an inclination to go along with the point; or they have some problems about the language, but on the whole the program is acceptable; and 3) items where the board indicates flat disagreement.

Once you divide those issues into three catagories, it is an exercise in futility ever again--until you are finally writing the language--to discuss the items where there appears to be agreement. Here I hasten to add that it is an axiom of negotiations not to pursue everything to its "nth" degree. If you're pretty darn sure the board is in agreement, but you're not absolutely sure, don't ask the question. Presume that the things appear to be in agreement, and put those aside. Both sides should do this--simply forget about it for the moment.

You have two groups of things left. Those items where there seems to be a pretty good chance of agreement, and those items where the parties are "bumping heads" for the moment. Of course, at that point selecting in any logical order--you don't have to follow the contract, clause by clause--I would first try to clean up the things where there is some agreement, or agreement in principle. Find out where the problems are. Possibly there needs to be more information, or the board may say, "That looks pretty good, but we just don't like the way you're saying it." If this is the problem, then at that point either clean the language up right at the table, or if that is going to take too much time, the board might say, "We'll bring in some language at the next meeting on that." Try to clean up those things that are partially in agreement.

That leaves the "hard nuts" that have to be cracked. That is where the crunch comes in--that is sock it to me time. The idea is to try to narrow those items down. There are two schools of thoughts on what you do with concessions--those things you are willing to give--if you are a board--and what things you're willing to give up--if you're teachers. One school of thought is to hold everything, or almost everything, to the end. At that point have trading materials, and make packages and use all sorts of Machiavellian techniques. The second school of thought is to prime the pump--give as much as possible. There is a middle ground--it is all a question of judgement. You have to time your concessions--to spread them out, so that you have a little something to give.

I would lean in the direction of making my deals as early as possible on these minor points, because negotiations is a process of psychology. Priming the pump counts. You go into a meeting, (a typical example), which is meeting 13. The first topic of the day is one of the hard nuts. You get no place. Before it absolutely hardens, you pull back and go to the next topic. If you can take two or three topics that are less important and clean them up, you will find that the mood of the meeting changes. If people begin to feel that they are agreeing, it sort of snow-balls. It begins to move. Then you can go back to one of the items that is a harder one, and the atmosphere has been changed from when you left it. The trick is to ever narrow down--keep going over and over topic by topic in varying orders. You are narrowing down throughout the agreements, and then you're down to the few hard core deals. This is the crunch. Then comes pressure, if necessary, on the teachers' part, or pressure on the board's part. Finally comes the resolution.

Ideally, it would be nice to reach agreement, on specific language, as you go along, but it rarely works that way. If you can't get the language agreed on right at first, it is not a bad thing for each side to retain its notes and for each side to agree in principle. I personally find that if you have professional assistance, or at least competent people, on both sides, language quarrels, later, are usually minimal. I have had contracts where we resolved all language in an hour, after all things had been agreed on in principle. So, it is not such a bad thing to say, "O.K., this is agreed upon in principle." And then each side will make its own notes, without initialling and having a lot of formality.

On the other hand, if language becomes the problem in a given issue, if the board says, "Well, we could go in that direction, but this is the way you have said it and we just can't live with this," then maybe drafting language right then and there, and literally agreeing to it, will do the trick. Try to not write too much of the negotiations into the contract as you go along--it doesn't work that way.

We were talking about the order of discussion. One question that is often asked, and to which I don't have a finite answer, is to which do you take first--the economic or the noneconomic issues? This is sort of like, "How do you end the Vietnam War?" It takes two to tango. You may want to take the economics first, or the other side may not want to do this. To each approach I don't think there is any magical advantage. There are pros and cons to each approach. If you take the economics first, then the association gets the big money items in their pocket, and then the "nickel and dime" the board to death on the small issues. Obviously, the argument for that approach is that it is to the teachers advantage to take the economics first, and to the board it is the disadvantage.

On the other hand, if you take the noneconomic issues first, you have a better chance--the teachers do--of getting those things, because once the economics are settled the pressure is off. If teachers might possibly strike, or do other almost equally horrible things might ultimately achieve what they want to achieve, once the big issues are out of the way there is a lot less pressure on the board. Obviously, if the teachers have the economics settled then the pressure comes off on the small stuff. The answer is like a Mexican stand-off. You don't really have a free choice. What parties end up doing is negotiating on both right away. My experience is that most school boards tend to hold the money back, even though if they had settled the money issues, they might have gotten rid of the other smaller issues. They tend to hold the money back, almost as if it is the ultimate weapon. My experience usually is that the final crunch are those half a dozen open items, including the big money, plus a few other things, either major or minor items.

Teachers should however, always insist that they would like to get an economic offer right away. It is almost a ritual. It makes you feel good. You're not going to get an economic offer any quicker than the board want to give it to you, anyhow. But it's nice to do it so you can say to your members, "We asked for the money, but they're holding back on the money." You might as well go through with the ritual.

Your discussion at the meetings should be to the point. Either to the logical point, or to the pressure point. Try to avoid emotionalism at the meetings. Don't lay down gauntlets to the other side. Ask for factual information from the other side, if you're in doubt about their position. It is often found that when you ask for the facts and get them, it will convince the other side of your position. Many of the arguments I have seen that have gone on hour after hour, after someone checked the facts that go into that argument one side will see that they were dead wrong, or the other side was dead wrong. If you begin to harden on an issue, perhaps appoint a subcommittee of one or two from each side to look into it further. Sometimes in that kind of a sub-committee arrangement you will come around to some agreement.

Don't say "never", or "this is the final offer," unless you really mean it, and are prepared to fact it. Only use it in the final process--in the final crunch. If you say it any earlier than that teachers will not believe you if you later change it. From then on you are hung. Watch the tone of the meetings. Watch the mood of your meeting very carefully. Do anything that is possible to continue a good mood. (By a good mood, I mean one where progress is being made.) Take recesses between meeting, have caucuses--not only to discuss your position, or to take a concensus, but just to break it up. Many a caucus I have called because I felt things were just getting a little too hot, or emotional, and I wanted to get a change of atmosphere. Try to schedule the meetings on different days, if you can, and occasionally different times. Change of any kind is very helpful. Just shift things around. Also, try to keep away from personalities--they serve no purpose. Be thick-skinned if you are attacked personally--don't take is seriously--and above all, do not lose your temper.

We have what we call controlled indignation--controlled righteousness. These are times when you will appear to lose your temper. These are very very carefully prepared--usually more carefully prepared than the Republican National Convention. Have the right person slam the book on the table at the right time. Occasionally one side or the other should walk out of the meeting, if the spokesman sees the need. I mean the person should literally walk out of the meeting, slamming their papers on the desk and departing with a "We're leaving!" Never do this sort of thing spontaneously. Never leave suddenly, but only after some careful preparation--a signal from the quarterback and all the rest of that sort of thing. There are times when it is necessary. Sometimes somebody on the other side is acting so emotional or irrationally against the best interests of his side, as well as your side, and if it continues much longer it is going to hurt the situation. At that point, maybe a controlled indigation walk-out will help. Sometimes this sort of thing is arranged with leaders on the other side.

Teachers and administrators sometimes say, "Well that is lovely, but how do you get back after a walk-out?" You can always get back, just as there are always devises to get back without losing face and saving face. One principal, on either side, can call and say, "Let's get back together." Or, you can always get an intermediary to do the job.

Always work to deadlines--the best pressure in any negotiations is deadlines. I'm sad to have to say that, but it is true. People will not reach an agreemnt on important matters unless they have reached that important moment of truth under great pressure. That is why so many contracts are reached in the wee hours of the morning. Then people feel, "I've been stretched to the ultimate point, this is the pressure." Both sides should create deadlines even, if the deadlines are not there. Boards can say they have a board meeting, or teachers can say they have a teacher's meeting, even if they are not in existence. When things seem to be going slowly, we might just say, "Well, we're having a meeting of our delegate assembly, and if you want us to report this, or that, to our members you better give us the answer." Create things of this sort, even if they are artificial, because the other side apparently needs that--they need something they can point to, to reach their own moment of truth.

The last thing I want to say is to clarify one other misapprehension on the negotiating process. Many people think that to negotiate all you need to do is just generally follow the things I've been describing--get down to that table and it will all be done there--in that room. This is particularly true of teachers. They think you can get there and try all of these tricks, all of the psychology, techniques, and all of the strategy. The teachers are way off in the background some place, and as I have indicated, you keep them minimumly informed. The board is there and there is a cocoon of some sort surroudning the negotiating room. It will all be done there--this is nonsense.

Another fallacy is in reference to threats to strikes or any other pressure point. Teachers say, "Don't do it during negotiations because you might annoy the other side." I'm here to tell you that that is nonsense. It is utter nonsense. Most negotiations, unfortunately, are resolved by not only what happens in the room, but out of the room--by pressure--so that if you are going to use the system of escalated pressures, if you are a teacher group, or the escalated pressures that boards use, if you're going to use these things, then use them contemporaneously with negotiations. They do not hurt negotiations. Even though a board member may come in with a little wounded look in his eyes, the next morning after you have made a certain blast in the newspapers, don't be worried about it. Two minutes later he is back negotiating--he's forgotten about the blast. He is back negotiating as is his mandate to negotiate by his law and his principles. But that thing that you have done--that demonstration--may have gone a long way.

I once arranged a silent vigil in the rain outside a board meeting. There were 700 teachersout there walking in the rain outside of the board of education building. A few went in and made a very brief statement about how unhappy they were with the negotiations, and then made a somewhat longer statement to the Detroit Press and other newspapers in the area. They received front-page pictures the next day of the silent vigil in the rain. That kind of pressure, along with other kinds of pressures, sharpened the focus of the dispute between the teachers and the board. That is the kind of thing that can only help you, not hurt you. The same is true with board press releases against the teachers. Recently, in my own district where I live in Long Island, the board, in its negotiations, sent a brochure to every taxpayer in the district. This brochure set up fairly, and objectively, the problem the board had, but itobviously argued the board's point of view. It was very effective, even though the teachers were mighty angry with the points the board scored. You've got to continue your pressures to achieve results at the bargaining table.

Chapter 27

RECENT RESEARCH IN NEGOTIATIONS AND IMPLICATIONS FOR FUTURE NEGOTIATIONS IN EDUCATION

by

Dr. Arthur Partridge

Before I launch into the subject assigned to me today, I'd like to report one recent prediction about the future of collective negotiations in education.

Our experience across the country supports the generalization that school districts in nearly every state are increasingly urging legislatures to appropriate larger and increasingly larger sums of money for the support of public education. As legislative appropriations for this purpose continue to mount, legislators will no doubt focus their attention on the causes of increased school costs.

We all know that the main factor in such increased expenditure levels is the steady rise in personnel salaries. Frankly, I think we ought to quit kidding ourselves. I am not opposed to higher salaries. I'll take any raise I can get, but let's quit equating this with the improvement of education. Teachers want more money so they can have two houses, or a cabin in the mountains, or a boat for the lake, or two TV sets--one upstairs and one downstairs--or whatever they can spend money for. These higher salaries will be going to the same teachers, who were doing the same jobs they were being paid for at lower salaries. So let's quit equating higher salaries with improvements in education.

I'll do the same lousy job next year after a raise, or the same good job--whichever the case may be. Legislators are going to start raising questions about this.

Therefore, as legislators confront this dilemma--the alternative of periodically increasing taxes versus the alternative of compensating reductions of expenditures for other governmental service--these same

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This state of affairs led Dean Tom James of Stanford to predict, at a meeting in Dallas last spring, that in the near future teacher negotiations will be conducted at the state level.

This outcome, of course, might defeat the purpose of increased communication between school district employees and their employing boards. Nevertheless, my own private speculation is that by the time we have learned how to deal adequately with negotiations at the local level, Dean James's prediction might well have come true. In that event, our new knowledge would have academic value only.

In reporting recent research on negotiations, I make no claim that this is an exhaustive or comprehensive synthesis of all the research that has been done. On the contrary, I am simply summarizing some doctoral studies that have been conducted on our own campus. Nevertheless, I think the findings have some practical, if limited,value.

When we began our research efforts about three years ago, we found that the literature contained numerous expressions of opinion, much emotional editorializing, and rather infrequent reports of actual experiences. Systematic research, however, was virtually non-existent.

At that time, certainly, negotiations were a controversial topic, possibly misunderstood, and certainly feared by many of the parties involved. (I doubt that this has changed much in the intervening three years.) Of one thing we were fairly certain: Negotiations involved more than the teachers' unending desire for higher salaries and reduced class loads. It also involved more than competition between two rival teacher organizations.

Fundamentally, we were witnessing a struggle for power and influence on basic educational decisions. Inevitably, roles would change--roles of teachers, of administrators, and of school boards themselves. Of particular interest to us was the effect of negotiations on the historic dual role of the chief administrator--the executive officer of the board and the representative of the professional staff to the board.

Administrators and the American Association of School Administrators. He is co-author of "Designs for Small High School."

Repeatedly, administrators were asking, where will I stand in negotiations? We rephrased the question to read, where can the administrator stand? Role theory tells us that conflict ensues when role behavior is not compatible with role expectations and that role expectations of different groups are often not congruent.

We, therefore, addressed our initial research efforts to answering this question: How do teachers, board members, and administrators themselves see the administrator's role in negotiations? In addition, we attempted to identify attitudinal correlates of role expectations. We concentrated on three Rocky Mountain states which had had varying degrees of experience and concern with negotiations in education.

Herbertson studied school board presidents, the presidents of local NEA and AFT affiliates, and superintendents. He asked them to express a preference for one of three alternative roles for the superintendents: (A) he represents the teachers in negotiations; (B) he represents the board in negotiations; or (C) he serves as a consultant to both parties and is sympathetic to both.

Both teacher representatives and board presidents preferred the middle-man role for the superintendent: i.e., that he serve as a consultant to both parties and that he be sympathetic to both. The superintendents were not even that ambitious: they preferred no preconceived role expectations but rather that the role evolve through the process of negotiations.

This sounds simple enough. No one wanted the superintendent to take sides and the superintendent himself seemingly didn't object to being left out altogether. No one wanted conflict and no basis for conflict appeared to exist.

But Herbertson asked a second question: Once you get into the negotiating room, who should be present and how should they be aligned? The AFT representatives thought the superintendent should be left out altogether. The NEA representatives and board presidents agreed that the superintendent and teacher representatives should jointly meet with the board and negotiate for the board.

Only the AFT representatives were consistent; apparently they didn't care what happened to the superintendent. Each of the other three respondent groups--the NEA teachers, board presidents, and superintendents--contradicted themselves in answering these two questions. The only valid generalization seems to be that no one knew what role he wanted the superintendent of schools to play in negotiations.

Some of Herbertson's incidental findings are more ironic. He measured all four respondent groups on a scale of liberalism-conservatism, suspecting that this attitude might have a bearing on attitudes toward negotiations. He may have been disappointed in the results, because overall no relationship existed. However, he did find what we should have known all along. People are not uniformly conservative or liberal, Rather, they are conservative about some things and liberal about others, whatever that means.

The irony of his findings came to light when he measured liberalism-conservatism about increasing taxes to pay for governmental services. The most conservative respondent group consisted of the NEA representatives. In other words, those who were most vocal in their demands for higher teacher salaries were also the most reluctant to raise taxes to pay for same. (Make of that what you will!)

In a companion study, Chappell surveyed board members at large, excluding board presidents. Board members wanted to avoid formal two-party bargaining, preferring instead tri-partite discussions involving the board, the teacher representatives, and the superintendent--with the superintendent clearly taking a non-partisan stance.

It is interesting to note that board members generally did not agree with their respective board presidents on the preferred role for the superintendent. Who, then, speaks for the board?

Williams confirmed Herbertson's finding that superintendents tended to identify with the board rather than with teachers. Superintendents, however, preferred informal communication processes which do not force him to take sides. This is his historic role, of course, and it is this role which teachers seem to be resisting in their efforts to communicate directly with boards.

Williams also found that superintendents with experience in negotiations had a more detached view, were less concerned with their roles, than superintendents with no experience in negotiations.

This research on role expectations for the superintendent points up some of the confusion that exists on the part of those who have not yet experience negotiations--and we hardly needed research to tell us that we're confused. But, while inconclusive, it tells us more. The findings suggest that, in at least three states, the persons most intimately involved had not been thinking about the role of the superintendent in negotiations. He was the forgotten man, seemingly irrelevant to the whole process.

One might speculate from this that unless boards and superintendents agree that the administrator does speak for the board with authority, he will have no role in negotiations.

Now, let me tell you what I mean by "speaking for the board with authority." We had a superintendent in Colorado, who was instructed by his board to negotiate with teachers with a ceiling raise in base pay of $100. For three months the superintendent held the board's position. That district had a clause in the agreement that if the teachers can't agree with the superintendent they go to the board. No teacher in his right mind is going to agree with the superintendent, if he can go to the board. So they didn't agree. In three hours of meeting with the board, the board repudiated the superintendent and increased the base pay $300. Three hundred dollars for three hours isn't bad. That superintendent is no longer a superintendent. The point is that if boards want administrators ~~to~~ represent boards, boards had better let administrators ~~represent boards.~~ As I say, the role expectations of teachers regarding the superintendent suggest quite strongly that there is no role for the superintendent in negotiations unless he does speak for the board.

If data on role expectations gives us no clear picture, what does experience tell us? We therefore turned our attention next to the question of how negotiations have, in practice, affected the role of the superintendent. Actually, we were less concerned about how the role is really affected than how superintendents and teachers think the role has been affected. So we gathered data about the perceptions of those most directly involved.

Three years ago, you'll recall, NEA was talking about three levels of negotiations. Broderius studied all school districts in the United States with "Level Three" agreements. He found that teacher-organization practices in communication, in decision-making, and in educational improvement had strengthened the administrative role as perceived by the superintendents themselves. Furthermore, the more experience superintendents had with negotiations, the more favorable were their attitudes toward this process.

In a companion study, Shreeve studied those districts in the United States with "Level One" and "Level Two" agreements, with essentially the same results. In fact, teacher-organization practices did not differ noticeably among the three levels of agreements, reinforcing a suspicion some of us had all along--that the effort to distinquish among three levels of agreement in the first place was simply an exercise in semantic confusion. The point is that those superintendents who have experienced negotiations, on the balance, have felt that their roles as superintendents have been strengthened rather than weakened.

But what of the lower echelons of administration? What of the middle management? More precisely, what of the building principal? How does the process of negotiations affect the decision-making role of the building principal?

Research on this question is limited, but McCumsey studied the secondary schools in 100 school districts in the 19-state region of the North Central Accrediting Association. Although the advent of negotiations produced a slight increase in teacher involvement in decisions made at the building level. McCumsey found that negotiations had little or no effect on the decision-making role of the secondary school principal, as perceived by both teachers and principals.

I think elementary principals are more concerned about their lot in life than are the secondary principals. The principal sees himself as the instructional leader of his school, in spite of evidence to the contrary. It isn't surprising, I think, that the research shows that the process of professional negotiations does not affect the role of the principal. After all, what kinds of decisions have principals made in the past that are relevant to the topics that we are negotiating about today?

Let's take a look at what research tells us about the role of the principal. It tells us three things: First, in study after study in every part of the country, in all sizes of school districts, we find that principals do not give much help to teachers on instructional problems. If one is to be an instructional leader--this implies, I think, that he helps teachers improve instruction--he's not going to help teachers unless teachers want help. When teachers want help with instructional problems, where do they turn? It isn't to the principal--they turn to other teachers.

Secondly, the evidence indicates that teachers have some pretty fixed notions about what the principal's job is. His job primarily is not to lead in the improvement of the instructional program--in spite of all the lip service we give to this--his job is to support the teacher in the event of a conflict between the teacher and a student, or between the teacher and a parent. The principals who do this well, whether they give any attention to the instructional program or not, are preceived as outstanding principals by their teachers. Principals who do not do this, regardless of their impact on the instructional program, are preceived as lousy principals by their teachers.

Third, research tells us that principals on the balance spend about 10 per cent of their time looking at the instructional program. All I'm saying is that the role of the principal in practice has never been instructional leadership. Those principals who do exert instructional leadership have nothing to lose in the first place.

In other words, the limited research to date suggests that principals need not fear the erosion of their vaunted powers as a result of negotiations.

To the extent that the push for collective negotiations represents a power struggle, however, a more fundamental question may involve the effect of negotiations on teacher-administrator relationships. The negotiations process takes on many forms and involves a variety of behavior patterns. Do these various behaviior patterns that may exist in negotiations affect the teacher-administrator relationship? To what extent is their relevance dependent on the substantive content of the negotiations? Goe set out to find the answers to these questions.

Goe's rationale is, I think, of particular importance for us. An increasing number of writers have identified the underlying cause of the negotiations movement with the growing professionalism of teaching and the dilemma which confronts the professional person in a bureaucracy.

According to these writers, the dilemma stems from a conflict between conventional bureaucratic authority and professional authority. The authority of bureaucracy assumes that the superordinate positions have power over subordinate positions. Professional authority, on the other hand, presumes a collegial rather than a heirarchical relationship in which the distribution of authority rests on demonstrated knowledge or competence. The result of this dilemma, they say, is an organizational dysfunction because it provides managerial control by persons less expert in the endeavor than those being controlled.

If negotiations is the path toward resolving this dilemma, it would lead to greater collegiality--i.e., decision-making by teachers and administrators as co-equals in matters of mutual concern. Goe's basic question: Has this been the case?

Goe studied every school district in the United States which had experienced negotiations for at least two years and which had stability of administrative personnel during that time. He collected data from superintendents and teacher representatives.

Although he found no consistent mode of operation, he did find that in a majority of cases boards were direct participants. In a substantial number of districts, negotiations were conducted in open public meetings. In most instances, teacher organizations had made no threats of pressure tactics--stirkes, sanctions, or public appeals. Such threats were more likely to be present when all-inclusive "master agreements" were being negotiated, however, than where the scope of negotiations was more restricted.

The districts were equally divided between the formal procedures of collective bargaining and the informal procedures of group problem-solving. The behavior patterns of collective bargaining were associated with all inclusive "master agreements." In those districts without "master agreements," collective bargaining techniques characterized negotiations on salaries and related economic matters, while group problem-solving approaches were utilized on educational matters.

The substantive content of negotiations does related to the degree of collegiality. Collegiality is associated with issues which are primarily educational in nature--the selection of instructional materials, curriculum content, and student conduct.

One the other hand, even where negotiations on these matters have been conducted, administrators dominate decisions on budget priorities, teacher evaluation criteria, and teacher qualifications. Predictably, in fact, administrators see teacher participation with administrator dominance while teachers see adminitrators as continuing to make unilateral decisions.

It may be that teachers see a mutual decision as occurring only when administrators accede to teacher desires, while administrators may feel that as long as teachers are heard their legitimate claim has been honored. Perhaps we need to distinguish between merely listening to teachers and really hearing them.

In any event, the negotiations process does not appear to have resolved the dilemma of bureaucratic authority versus professional authority. In those areas where collegiality exists, it may already have existed prior to negotiations. As far as teachers are concerned, negotiations have not ended administrator dominance of certain kinds of decisions or even unilateral decision-making by administrators.

It is noteworthy, however, that collegiality is more likely to exist where teachers see the superintendent as a spokesman for the board than where they see him as the "man in the middle."

An important sidelight of Goe's research pertains to the relative advantages and disadvantages of negotiating with NEA affliates as contrasted to AFT affiliates. The national affiliation of the locally recognized teacher organization has no bearing on the behavior patterns involved--i.e., the presence or absense of threats, the extent of formal collective bargaining as apposed to group problem-solving methods, the issues being negotiated, or the degree of collegiality.

At the risk of oversimplification (and the risk of alienating some of you), it seems to make no practical difference whether boards are negotiating with AFT locals or NEA affiliates.

Finally, we have conducted extensive research on the legal aspects of negotiations in education. Time does not permit a review of this, however, and the status of the law is changing so rapidly that any discussion of specifics would be less than fruitful.

Since only sixteen states now have relevant laws, however, some general comments may be in order. First, a state agency to administer the law and resolve disputes seems necessary, and such an agency should be separate from that which administers labor-management relations in the private sector.

Second, local flexibility in determining negotiating units, within general guidelines, is desirable. The Washington law is weak in this regard and is creating problems in many school districts. It should be modified.

Third, legislators are generally unaware of the issues involved. They need the help of those of us directly involved in education in preparing wise and effective legislation.

Fourth, the law should provide that exclusive recognition not be granted entirely on the basis of membership lists. There is no guarantee that because one belongs to an educational organization he wants that organization to represent him in negotiations with the board. For the protection of all concerned, teachers should have the opportunity for free and private expression of their opinions on whether they even want formal negotiations, to say nothing of the organization they prefer to have represent them.

Fifth, the easiest law to pass is one prohibiting strikes by public employees. Yet the evidence suggests that those states which by statute prohibit such strikes are the states which have the highest incidence of strikes. Draw your own inferences from that.

Finally, the greatest conflict of interest pertains to the scope of negotiations. From the public's standpoint, bargaining public educational policy with one particular segment of the public seems unwise. Yet teachers are increasingly pushing for the right to negotiate educational decisions.

Strife is more likely to occur with all-inclusive negotiations than with limited-scope negotiations. Yet this conflict reflects an internal communications problem to which boards had better give attention. In spite of isolated incidents which have come to our attention, I doubt that teachers really want to bargain about textbooks, curriculum content, and the like. More likely, they want to negotiate procedures for deciding these matters which will guarantee them a voice.

After generations of so-called "democratic administration," teachers seem to be saying that they have been listened to but not heard. Unless boards want to bargain about matters of educational policy, they would be well advised to make sure that appropriate procedures exist which insure that teachers at least have an influence on the making of educational decisions--an influence which their professional competence uniquely qualifies them to exert.

Let me add just one footnote. As we approach negotiations with increasing intensity, and probably at levels which are further and further removed from the sphere of influence of local boards of education, we are going to be concerned with the impact of negotiations on public attitudes toward education--their willingness to support it, the image of the teaching profession, etc.

Let me suggest that there are two viable reasons why the typical voter, the tax-paying public, is willing to part with his money for the support of schools. First, to improve education if he thinks education needs improving. Now we all know that from 10 to 15 per cent of the general public actively and strongly supports education, about 10 to 15 percent of the general public actively and strongly opposes increased expenditures for education, and the other 70 to 80 percent are apathetic, unconcerned, or do not care. This does not mean that they are opposed to education that they do not like it or do not want it. It simply means that they are satisfied with education as it is. When I am satisfied with the status quo, why should I pay more to change it?

I think we have done too good a job of public relations in the last ten or fifteen years. We have told the public how good a job we are doing and they now believe us. If we are talking about increased expenditures for educational improvement, somehow or other we have got to make the taxpayer dissatisfied with the job we are now doing. You have got to show me specifically how spending more money will overcome my dissatisfaction. It is not enough to tell me, "Give me more money and we will make education better."

There is a second reason, and it is probably a more practical one than the first one, why I am willing to shell out more dollars for the support of education. The reason is really simple--to keep the teachers manning the battle stations. I certainly do not want the kids at home! The only way to convince me in the long run, if I am in the 70 or 80 percent middle group that is apathetic, is to demonstrate to me that if I do not pay enough, the teachers will not be manning that station.

I am not advocating strikes; however, I would like to clear up a little bit of the emotionality about it. I doubt that my kids in school are any worse off when they have a two-week holiday because the teachers walk off the job than they are when they are out of school for a two-week holiday because it is Christmas. I doubt that they are any worse off if they start school on September 20th than they would if they started school on schedule on September 3rd. This is heresay; it is un-American to say this. Still I am just not sure that the evidence supports that the kids are damaged. We let them out for baseball games or basketball games and we never raise the question about whether we're damaging them in doing so.

I suspect that there is a danger--I am talking to teachers who might be parading the picket lines this fall--of a backlash movement. But I suspect that until I see it happen, and until I see teachers not manning the battle stations, as long as I see the same teachers coming back to school each year, whether I pay them what they are asking for or not, I am going to be convinced as a voter that I do not have to pay more.

I suspect that in the final analysis teachers are asking for two things in negotiations. I suspect that these two things are something that boards should give attention to. First, they are asking for a voice they feel they have not had, and principals are asking for this voice, also, because principals ask me, "How can we get to the superintendent, or how can we get to the board?" If you as board members have this kind of internal communications problem in your district, you ought to be aware of it before it hits you in the face, and do something about it. And you can!

Secondly, teachers are asking for more money and more fringe benefits and all the other good things of life. It may well be that their main battle is not with superintendents and boards of education who raise these questions about how high taxes can go, but it may well be their target is the voting public generally.

Last winter in Colorado when our legislature was in session, we had a threat of a teacher-walk out. The teachers, as the teachers in Florida, were not picking on the school boards; they were directing their venom against the governor and the legislature. As one school board member expressed it, "I do not approve of those strikes. I do not like what they are talking about doing, but if they do it, I hope they are successful."